

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
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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, JULY 27, 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. PUBLIC COMMENT (3 Minute Rule Applies)

D. REPORTS

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

E. CONSENT CALENDAR

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

F. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Request for a Variance at 507 Corona Street. Applicant is requesting a variance from required setback standards for the district. Traci Alvarez, Assistant City Manager

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 05 22/23 to accept the final 2022-23 Budget. Carol Kirkpatrick, Finance Director
2. Discussion/Action: Resolution No. 06 22/23 approval of final 2021-22 Budget Adjustments. Carol Kirkpatrick, Finance Director
3. Discussion/Action: Resolution No. 07 22/23 approval of 4th Quarter Report. Carol Kirkpatrick, Finance Director

H. NEW BUSINESS

1. Discussion/Action: Request to phase fees at the Louis Armijo Sports Complex for youth sports. Scott Stratton and Christy LaFont, Sierra County Youth Soccer Association
2. Discussion/Action: Request to appoint Jamie Sweeney as a Deputy of the Truth or Consequences Fire Department for fire inspections. Paul Tooley, Fire Chief
3. Discussion/Update: Discussion of amending Section 14-38 of the City of Truth or Consequences Municipal Code of Ordinances pertaining to water rates. City Manager Swingle
4. Discussion/Action: Approval of the City of Truth or Consequences Classification and Pay Plan Policy. City Manager Swingle
5. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Carol Kirkpatrick, Finance Director
6. Discussion/Action: Approval of Chief of Police Contract. City Manager Swingle
7. Discussion/Action: Approval of the Municipal Golf Course Tenant Lease Agreement. City Manager Swingle
8. Discussion/Action: Approval of Professional Services Agreement with 1898 & Co., a division of Burns & McDonnell Engineering Company, Inc. City Manager Swingle
9. Discussion/Action: Approval of Contract with Mike Torres for Integrated Technology Services. Carol Kirkpatrick, Finance Director
10. Discussion/Action: Approval of the Police Department Confidential Informant Policy. Victor Rodriguez, Chief of Police

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 AUGUST 10, 2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: E.1

SUBJECT: City Commission Regular Minutes, July 13, 2022
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 20, 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 7-27-2022

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

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

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

2. SILENT MEDITATION:

Mayor Forrister called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PRESENTATIONS:

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

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

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

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

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

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

D. PUBLIC COMMENT (3 Minute Rule Applies):

Kim Artman addressed the Commission with comments related to:

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

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

E. REPORTS:

City Manager Reports:

City Manager Swingle reported the following:

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

Torres, Angela

To: Torres, Angela
Subject: RE: Agenda for the July 13, 2022 Regular CC Mtg.

From: Rick Dumiak [<mailto:rdumiak@gmail.com>]
Sent: Saturday, July 09, 2022 11:58 AM
To: Torres, Angela
Subject: Re: Agenda for the July 13, 2022 Regular CC Mtg.

Just in case you couldnt open the file..

Thanks

July 13, 2022

Honorable Mayor, Mayor Pro Temp and City Commissioners;

Rick Dumiak
705 Charles
TorC NM

I am sorry I can not be at todays meeting however I have a previous commitment that I cannot reschedule.

Please allow this to serve as my notice that I am rescinding my application to serve on the Truth or Consequences Planning and Zoning Advisory Board.

With all due respect to this commission, after presenting my qualifications at three different city commission meetings and having a vote on my appointment or rejection tabled three times, it is my opinion that this commission does not want me to serve on the P&Z Advisory board despite my qualifications.

After all, having made three different presentations to this commission which were followed by questions regarding not only my qualifications to serve on the P&Z board, but I was questioned about a petition I signed supporting a neighbors art work installation located on his property.

If you support the first amendment then my signing of any petition is irrelevant in voting to either appoint or reject me to the P&Z board.

This commission tabled a vote based on our city attorneys recommendation and assumption that my signature on a petition was in his opinion, proof that I was not in support of the city or this commission and might be used in a court matter.

The decision to table a vote solely based on my signing of a petition came very close to violating my civil rights.

The first amendment guarantees our right to present requests to the government without punishment or reprisal. A signed petition is just that, a request to the government, nothing more.

My application to serve on the P&Z was submitted to the city clerk on March 31, 2022 and on April 7 2022 the P&Z board voted to accept my nomination pending a vote by this commission.

However, here we are three and a half months and 7 city commission meetings later, and no decision, one way or the other has been made.

This is not only frustrating it is disrespectful.

Have any other advisory board applicants ever had to have made three separate presentations to a city commission? Not to my knowledge, so why am I being subjected to such scrutiny? If you were in my shoes what would you do or think?

I would like to point out that serving on any civic or governmental entity requires you to only look at the pertinent facts and the letter of the law, personal opinions, assumptions or popularity should not influence a decision one way or the other.

Thank you,
Rick Dumiak

On Sat, Jul 9, 2022 at 10:17 AM Rick Dumiak <rdumiak@gmail.com> wrote:

Angela,

CITY COMMISSION JULY 13, 2022 REGULAR MEETING MINUTES

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

CITY COMMISSION JULY 13, 2022 REGULAR MEETING MINUTES

City Attorney Reports:

City Attorney Rubin had no report.

City Commission Reports:

Commissioner Fahl had no report.

Commissioner Mitchell had no report.

Mayor Pro-Tem Hechler reported the following:

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

Mayor Forrister reported the following:

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

Commissioner Harrelson reported the following:

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

F. CONSENT CALENDAR:

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

Commissioner Fahl moved to approve the Consent Calendar as submitted.

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

G. PUBLIC HEARINGS:

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

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

Mayor Forrister opened the public hearing.

Proponents:

None.

Opponents:

None.

Mayor Forrister closed the public hearing.

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

H. ORDINANCES/RESOLUTIONS/ZONING:

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

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

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

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

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

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

Discussion ensued regarding which top items should be chosen.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COMMISSION JULY 13, 2022 REGULAR MEETING MINUTES

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

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

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

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

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

I. NEW BUSINESS:

Item I10 was moved before item I1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Item was moved before item 11.

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

Item was moved after item 12.

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

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

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

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

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

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

J. EXECUTIVE SESSION:

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

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

CITY COMMISSION JULY 13, 2022 REGULAR MEETING MINUTES

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

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

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

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

No action was taken.

L. ADJOURNMENT:

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

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

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: E.2

SUBJECT: Acknowledge Regular Public Utility Advisory Board Minutes, June 21, 2022.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 20, 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 7-27-2022

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC UTILITY ADVISORY BOARD
MONDAY, JUNE 21, 2022**

MINUTES

REGULAR MEETING

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, June 21, 2022 at 3:30 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Szigeti.

ROLL CALL:

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

ALSO PRESENT:

Bruce Swingle, City Manager
Traci Alvarez, Assistant City Manager
Bo Easley, Electric Department Head
Sonya Renfro, Utility Department Manager
Lisa Gabaldon, Interim Deputy Clerk

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

- a. Regular meeting of May 16, 2022.

Member Pacourek made a motion to approve the minutes with changes.
Member Armijo seconded the motion.
Motion carried unanimously.

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

No comments.

4. OLD BUSINESS:

- a. Discussion/Action: Regular scheduled review of Utility Rates, Fees, and Charges subject to annual increases. George Szigeti

Chairman Szigeti stated that we left this item at the last meeting pending on some further information from staff on how we would go about tackling this issue and some of the particular details on it.

City Manager Swingle stated that he had a different interpretation of the meeting; he thought they were going to continue to discuss the item for the language.

Chairman Szigeti stated that it was regarding all of the utilities that have the regular rate increase.

City Manager Swingle stated that sanitation and wastewater have a 5% increase effective July 1 and the water department has an increase based on the CPI and the fiscal year. Those numbers don't come out until the end of July or beginning of August. Once we get that information then we implement the rate increase at that time. There was some discussion at the last meeting about when to do that with all of them based on CPI versus a percentage and that is strictly up to how that board wants to present it.

Chairman Szigeti asked if they can they establish a regular review in one action or would they have to take a separate action for each utility?

Member Pacourek was confused between ordinances and city codes.

City Manager Swingle stated that it would be an amendment to each one of the ordinances.

Chairman Szigeti stated that the municipal code is made up of ordinances that have been passed. The code is not inside of the ordinance. The ordinances contribute to the City Code.

City Manager Swingle stated that the ordinance is codified and once it's codified that is what you would refer to as the code. It is the ordinance summarized.

Member Pacourek stated that he could not find Ordinance No. 648 or 498, but he did find a municipal code and that's where this board made an amendment and it states that each July every year after, the fee will be adjusted at 5%. He wants to see this in an ordinance as he has not been able to find this on his own. It is section 14-9 for the sewer and there is no number associated with it or letter or anything; it's just a sentence that was added to this and to solid waste. He feels that they need to see both ordinance 498 and 648 so that they can amend them.

Chairman Szigeti stated that it was done by ordinance. If all the ordinance changes is one sentence, that's the change. When you're passing an ordinance and adding to the City code, the ordinance stipulates what portion of the City code will be replace and if you are replacing or even just adding one sentence or one word that's all that gets changed in the code; whatever is stipulated by that ordinance.

Member Pacourek asked if they needed to have a look at the ordinances to see what they need to do to amend it.

Chairman Szigeti stated that they have to proceed at this point with an amendment to the ordinance so they will have to have the ordinances and look at what needs to be changed on that ordinance in order to put the appropriate wording into the City code. So the next step would be to get those ordinances and make the changes. They don't need to have the ordinances in front of them to decide what they are going to do.

Amending the ordinance is the final step; it would be applying the changes they agree upon to the wording in the ordinance to get the proper terminology for the City code.

Chairman Szigeti stated that they had spent some time talking about using the Consumer Price Index instead of the 5%; I think we don't need to worry about it right now; we can just leave it the way it is. They really want to focus on setting up the reviews on these first; it would really complicate things if we wanted to change them all to make them uniform. The critical thing is to establish a review process for it and if we find that at some time in the future after doing these reviews that the CPI performs better than a set 5% we can go back and alter that a later time. The important thing to focus on now is establishing the procedures for the reviews and getting that set up. We don't need any more complications to this than there already are. It would make the task easier if they don't worry about changing the established rate increases from what the commission has already set up. Unless they get direction from the City Commission, we need to leave it alone, which reduces some of the things they would have to consider. The consensus at the last meeting was that a 3 year review would be acceptable to everyone here.

Member Pacourek asked if it would be for the 3 utility ordinances.

Chairman Szigeti said yes. What we do here would apply to each ordinance water, wastewater, and solid waste. We need to do this review early in the calendar year during the time the department budgets are being set up. Usually they have the preliminary budgets ready in April, so if we use the April meeting the departments can bring their budget data to the board and they can look at it to determine whether that rate increase would still be needed.

Member Pacourek asked about a review that Carol Kirkpatrick gave to the City Commissioners in April; is it normal for the commissioners to receive that information or report on all of the utilities.

City Manager Swingle answered that what they received was probably the revenues estimated and projected for a given period. That was done this year because we had 4 new commissioners that they wanted to educate stating in April and we started discussing the budget process with them and we're still doing that today. It is normal for the commissioners to get revenues not just from utilities, but from all the departments and advise on general funds revenues so that the commission knows how much revenue they're working with.

Chairman Szigeti stated that they're starting with a review every 3 years presented to the board for discussion during the April meeting. I don't think that we need to stipulate when we make these amendments what information that the departments will bring to the board but it would be worded in such a way that they would present a fiscal justification for the continued rate increases for the following 3 years. We don't need to detail and have a line item list of things that they need to present. It would be basically revenues, expenditures, department needs and such. We would do this in April when they're doing their preliminary budgets.

Chairman Szigeti stated that they are actually making an amendment to these ordinances at his time we can make the terminology corrections in the individual ordinance using the correct words of fees and charges. We can add that to the end of the ordinance as well.

Member Pacourek stated that he wanted to talk about Ordinance No. 712 right now. He feels the corrections as a base customer charge should say base customer fee; usage charge should be usage rate. The CPI should not exceed 5% because that's where we're at with all of the other ones. Right now by the CPI it is 8.6% and the thing I added was a review every 3 years of this. There are a few changes that we can make to this ordinance when it comes to the verbiage change.

Chairman Szigeti stated that when they were talking about the CPI they did discuss what happens if they have a huge increase in the CPI; do they want to let that be reflected on the rates or do they want to put a cap on how much the rate increase can be if the CPI goes up an unusual amount, which it probably will this year.

City Manager Swingle asked the board why would they put a cap on it if the CPI is 8.6% or 10% isn't that the costs are? We just put out RFP bid proposal for the MSD project; the numbers in just a couple of months, the response we got was 167% greater than what the engineering study estimated it at. The inflation is incredible right now so I don't know that putting a cap on the CPI which is a true number that really reflects what cost increase you're experiencing. Not just water, but all of the various departments operations. I hope that you just discount it because it seems like a lot; that's what it's costing. I remind you that we had an engineering study done on our water system and the engineering study came out at \$102 million dollars that we need to bring things up to standard. That engineering study is very likely 50%-60% off, so we really are looking at \$150 million dollars or there about just to address our water infrastructure needs.

Chairman Szigeti stated that he brought up this topic because Ron Pacourek keeps bringing up the subject. He stated that you don't want to surprise the customers with a huge rate increase but as the City Manager just said, that is what the City and the departments have to deal with. His personal opinion is that the City has been undercharging for all utilities for way too long and when you have inflation like we have right now it will put a very large stress on the departments. If the departments do not have the money to operate, it impacts everyone.

Member Pacourek argued that he does not know what Chairman Szigeti is basing his opinion on and that it hurts his wallet by having to dish out more money for utilities.

Member Avelar stated that everything is going up and no one likes it but we all have to deal with it.

City Manager Swingle stated that you have to charge what it's costing to operate. Costing you to operate includes updating your infrastructure; now the City can take a lot of hits on how it's handled the money in the past. We don't do that now and I think everyone understands where we are and the problems that the City has made over the decisions over the last many decades in robbing the money from the enterprise funds. Having said that, we still have to fix the infrastructure. We're still averaging the 15-20 water leaks a week. We are losing 42% of our water that we can't account for; those are significant problems that we're going to need revenue for for the foreseeable future. It will be decades before we see meaningful improvements in the infrastructure, but we have to start somewhere.

Member Pacourek stated that it has been decades that this has been ignored and now we're trying to fix it in one go even though you said that it's going to take a while to fix this. The 8.6% is something that has been slammed to us by our federal government. If we don't cap it and it goes to 8.6% or higher that's there and then

the next time when it goes back down and the CPI goes to 2% like they'd like to have it, that is going to be compounded every year and that's what this 5% is for these other 2 ordinances, it compounds every year. Chairman Szigeti stated yes and that is why we want to institute the reviews so if we have 2 years with the 8.5% CPI and it goes back down on the third year and our review comes up, our increases that we put in place are now greater than what we need then we do not need to increase it. It will not compound as long as we are doing the regular reviews we can make up for those instances where we have a high CPI for one or two years. The cap will be put in place upon the review when the increase is no longer needed.

City Manager Swingle stated that the City staff will be encouraging the commission to increase revenues where ever possible for the infrastructure; water, waste water, electric, and sanitation. Not trying to stabilize it, not trying to decrease it that will not work. There is not a community out there that is this size that is averaging 15-20 water leaks, that's lost 42% of its water and we don't know where it is going. Meters in some areas are under-reporting what's being consumed; there are customers out there that aren't metered.

Vice-Chairman Dornbusch stated that a study showed that 60% of our water lines are in urgent need of repair. Chairman Szigeti suggested that they forgo the cap on the CPI; we will recommendation we should mention to the commission about possibly changing the other two utilities to the CPI.

City Manager Swingle stated that he hasn't looked at the verbiage on the role of the board, but the most fundamental responsibility that this board has is insuring that the utilities have the funding to operate, including investment and infrastructure; that is the most basic responsibility of this board.

Member Pacourek stated that they should also have consideration for the utility customers.

Chairman Szigeti stated that everyone has used that argument for decades to avoid doing what needs to be done. It doesn't matter; the utility departments have to have the revenue they need in order to operate and we have to charge the customers what is required to run the departments. We do not have the money it takes to run the City and the utilities like they should be run and we have to increase the rates. It is not our responsibility to be a social service agency; it is our responsibility to make sure that the utility departments have what they need to do their job.

Member Pacourek mentioned that the CPI is what the country is going through and it is a good reference point. Chairman Szigeti stated that the next step would be to get a copy of the ordinances and then make the proper changes to them to include what they've agreed on. The 3 things that they have agreed on are a 3 year review period and it would take place during the April meeting; the departments would bring in their fiscal justification for continuing the increase. They would correct the usage of the terms fees and charges in each of the ordinances that are being addressed.

Member Pacourek made a motion to amend Ordinance No. 712 to change base customer charge to base customer fee; changing usage charge to usage rate, and to add a review of every 3 years.

No second to the motion.

Motion died.

5. NEW BUSINESS:

- a. Discussion/Action: Reorganization of Chairman and Vice-Chairman.

Vice-Chairman made a motion to reappoint George Szigeti as the Chairman.

Member Avelar seconded the motion.

Motion carried unanimously.

Member Pacourek made a motion to reappoint Jeff Dornbusch as Vice-Chairman.

Member Avelar seconded the motion.

Motion carried unanimously.

6. REPORTS FROM THE BOARD:

Member Pacourek mentioned that Sonya brought up in the last meeting about the pass-through for all of the utilities and Chairman Szigeti mentioned that he would get them for the board.

Chairman Szigeti stated that he didn't recall what he was supposed to get. The discussion that Sonya brought up was that there is verbiage in each of the utility ordinances which allows for a pass-through

charge for increase costs, fuel, and other incidentals that are needed to run the departments. It would be up to the individual utility departments to bring in a justification for that additional charge. The departments should bring to us when we do these rate reviews, what their increase and operating cost has been. The ordinance does allow each of the utilities to tack on a pass through charge. That is something that should be considered as part of this review.

Chairman Szigeti stated that he was included on the presentation on the discussion about proposed purchase of the electric department by Sierra Electric and I have gone through the report. It does state that the electric department has been underfunded and under managed for decades. We have been sucking money out of the electric department's budget to pay for City bills; they have been short changed \$30 million or more over the past 20 years. That leads to infrastructure problems. We have not hired the high level knowledge that it takes to really run a utility; and absolutely no offense to Bo; he does a great job. In order to get the understanding of the higher engineering levels and the things that need to be done to actually manage and push the utility forward, requires expertise that you're not going to get working here in T or C. While promoting from within is good because it gives opportunity to the people that work here, you're not going to gain the expertise you need if you've never worked outside of the utility. And these two items are pointed out in the report.

City Manager Swingle added that he thinks the electric department does a phenomenal job with what they do. He advised them that there was a power outage a couple of days ago and they got it done within 25 minutes; other times it's fixed within 8-9 minutes. We're missing the administrative piece as well as the financial piece. The City finance officer is not capable of handling the financial needs of the electric departments when you look at strategic planning, long term, debt capacity; it's too much work.

Member Avelar mentioned that Sierra Electric doesn't have any engineers either; they have access to engineers but there are none sitting there with them.

Chairman Szigeti stated that none of the shortcomings that were found in the report were things that the City could not take care of if they had the fiscal and political will to do so. I did not find a convincing argument that said the only way this can be fixed is by selling the utility; that argument is not there. It does not say that it is the best solution or the only solution. Part of the blame is due to this board because we have not been aggressive enough in pushing for these improvements.

7. REPORTS FROM STAFF:

Assistant City Manager Alvarez updated the board that in the City Commission packet for the City agenda tomorrow is a public hearing for the infrastructure for the capital improvement plan for all of the departments; they've submitted a list of all of their priorities and needs. She encourages them to review the agenda packet; within there they will see their needs list and this will help them to make decisions.

City Manager Swingle apologized to Bo, Don, and Gil for what the City has put them through for the past 40-50 years by taking money from their department in order to keep the City afloat. They hurt everyone by taking the money from the enterprise funds and not increasing revenues and taxes over time. They plan to take the solar ordinance to the City Commission the first meeting in July. They have submitted approximately \$54 million in congressional direct spending funding; Senator Heinrich sent a letter and he is supporting \$2.6 million for the electric department and \$1.694 million for water. It's a far cry from the \$54 million that they asked for but they will take what they can get. There is one section in the federal website that he can't get into for the water section; they may have some additional funding in that. Heinrich is sending the bill to the Senate Appropriation Committee, so let's hope that we can get something. Tomorrow on the agenda there is a general obligation bond question for the commission to approve; we have the debt capacity and revenue to request \$4.2 million in general obligation bonds; we're asking for \$3 million. \$1 million for the street department and \$2 million for water/wastewater. This will go for referendum for the public to vote on in November. It will be an increase in property taxes to meet that \$3 million obligation. We want to show the public some benefits of what we can produce with the money that we're getting to go towards the infrastructure. He went on to mention the potential sale of the electric infrastructure to the co-op. the commissioners have agreed to go on to phase 2 of the investigation. It's a different consultant; another company will come in and conduct that portion of the phase and study. Realistically we are looking at close to a year before that is complete and then a decision can be made; that's when the offer comes in on the value of it and you negotiate everything at that point. Nothing is

in stone as of right now. They have spent a lot of energy on the water leaks; they've known that wastewater is a problem but they don't have a PER on wastewater and that's something that Traci is looking at so they can get that study to find out how many millions they need to update the infrastructure, the plant as well as lines. They did have another break that reached the river; they found out within minutes of the leak, a very small amount leaked. It is the third leak in as many years. The estimate from the water/wastewater guys is that the line is probably 70-80 years old. That is probably characteristic of most of the lines in the City.

8. ADJOURNMENT:

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

PASSED AND APPROVED ON THIS 18th DAY OF JULY 2022.


George Szigeti, Chairman
Public Utility Advisory Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: E.3

SUBJECT: Acknowledge Regular Airport Advisory Board Minutes, April 5, 2022.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 20, 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 7-27-2022

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

REGULAR MEETING MINUTES

TUESDAY, APRIL 5, 2022

TIME & PLACE:

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

PRESIDING OFFICER:

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

ATTENDANCE:

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

Present:

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

Also Present:

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

QUOROM:

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

PLEDGE OF ALLEGIANCE:

Member Mullenax led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Chairman Shipley called for approval of the agenda.

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

APPROVAL OF MINUTES:

- a. Regular Meeting of Tuesday, January 4, 2022

Chairman Shipley called for approval of the minutes for Tuesday, January 4, 2022.
Vice-Chairman See moved to approve the minutes.
Member Mullenax seconded the motion.
Motion carried unanimously.

Motion carried unanimously.

COMMENTS FROM THE PUBLIC (3 minute rule applies):

John Finley introduced himself. He was surprised when he read the agenda. He was present at the last meeting and heard all of the comments and is surprised that nothing has been. He stated that no one from the City ever visits the airport and he feels as though the pilots have no say in anything at the airport and if they do, they feel as though they have to keep their ideas and concerns to themselves. All of these factors leave a gaping hole and create many issues. This can be easily solved and he would like to see them address this and he remains hopeful that they will deal with this as soon as possible.

Commissioner Fahl introduced herself. She stated that she wanted to see how all of the advisory boards work and what their functions are. She said that she probably come to a few meetings just to understand what goes on.

NEW BUSINESS:

- a) Presentation – EAA (Experimental Aircraft Association) – Presented by the local EAA Chapter

Member Mullenax stated that he is the president of the local EAA. He read from a letter that he had passed out prior to the meeting. It gives a little bit of a background on the EAA as an organization. Member Mullenax stated that Chad has commented before that he has seen the interaction between the EAA and other airport managers. Member Mullenax read some items from the letter stating what it is that the EAA does. He mentioned things that the EAA has done before and things that anticipate doing. (Letter is attached).

- b) Discussion/Action – Board Recommendation pertaining to EAA Hangar Use

Chairman Shipley started by saying that this item is concerning whether the board is to recommend that the EAA continue to have the hangar that they are currently residing in and using without charge. Vice-Chairman See stated that in his opinion they do bring a lot to the airport; a lot of activity and a lot of positive environment to the airport. He made a recommendation/motion that they do maintain the hangar for rebuild project and events.

Member Lafont seconded the motion.

Member Mullenax recused himself, as he is the EAA president.

Chairman Shipley also extended his recommendation to allow the EAA to have the use of the hangar. The projects that they've done have been noble and they're well worth it. The airport is the beneficiary of the hard work that goes into that. Member Mullenax mentioned that City Manager Swingle was worried about the anti-donation clause.

City Manager Swingle addressed the board stated that in order for the City to donate something or give something away, there has to be a public interest or a public benefit for that to occur. With that Member Mullenax has presented today and what he wants to accomplish over the next 12 months, is in the public interest. He suggested that they start off small by hosting an event to provide any service to the youth. He stated that they can put these different ideas into the agreement in order to resolve the public interest question. City Manager Swingle stated that he would be happy to make the recommendation to the City Commission.

c) Discussion/Update – Manager Report – Airport Manager

Airport Manager Chad started off by saying that they have been trying to do some updates around the airport. He mentioned the tarmac, fog reduction, more tools, and more sealing. They did receive a grant last year for getting a large tractor. The tractor is in and they are waiting for a couple of more of the implements to come in. hopefully the tractor will be at the airport in the next 60 days. He mentioned that there is a new website that is up for the airport; ktcsairport.com the website gives a lot of information such as fuel pricing. You can sign up for a newsletter and receive updates in your email. On the front page, there is a fillable form/concern form. All of the concerns will go to the airport manager as well as city management every month. Chad guarantees a 48 hour respond time. Currently the airport beacon is out of service; there is some wiring that was burned up. Some rewiring needs to be done with this. Chad thanked Larry Mullenax for his intentions with the EAA.

REPORTS FROM THE BOARD:

Member Mullenax made a comment about Mr. Finley's input. He stated the City manager lectured the EAA about being the problem at the airport at the last meeting and he didn't appreciate it. The previous City Manager and City Mayor chastised him for bringing things up at the meetings that hadn't been run through the airport manager and the City Manager, so then now he is being told that he has run everything through the advisory board. He isn't sure how to get that done; he didn't get a chance to get anything put onto this agenda for this meeting. He wants to set something up to where they have some kind of meeting with the tenants at the airport so that they know what their problems are.

City Clerk Torres advised them to send Lisa an email regarding items that you would like added to the agenda and then she will contact the chairman, Chad, Bruce, and Traci. They will review it to see if it will go on there. The chairman will let us know if he wants it on there or not.

Member Mullenax stated that this was fine for him but what about the hangar tenants.

City Clerk Torres stated that anyone could contact the City Clerks' office. She went on to say that on the City website it is posted when we have the Airport Advisory Board meetings, it is posted in the newspaper, there is a bulletin board in front of the City Clerks' office, it is posted all month long and it will tell you when we do have meetings. We ask that you have your stuff in a week to a week and a half prior so that we have enough time prepared for the agenda. If you do have any kind of items that you

would like presented, and then go into the Clerks' office and we can assist anybody with getting items put on the agenda.

John Finley asked if all of this information can be mirrored onto the new Airport website and City Clerk Torres said that she will make sure that it is done. Airport Manager Rosacker agreed as well. He also advised that if tenants at the airport have any concerns, they can send an email or log into the new airport website to state their complaints and concerns and they can address these things at the Airport Advisory Board meetings.

City Manager Swingle stated that the commissioners are elected and the community members talk to them about issues, so in your role as an advisory board member, you would think that the membership would bring these concerns and ideas and comments to you so that you could get enough information so that you could get it on the agenda and bring it to a meeting for discussion. This board should be interacting with their pilots. The pilots should be addressing them with the representatives out there and then they should get enough information so that they can bring it to the agenda.

John Finley stated that the board should be talking to the tenants on a regular basis to build up the issues or discussion items for the meetings.

Chairman Shipley stated that the tenants should be coming to talk to them as well.

John Finley stated that it shouldn't be individuals talking to individuals; everyone needs to come together at the same time to voice their issues and concerns at the same time.

Airport Manager Rosacker asked if they were asking that maybe they could hold an airport tenant's group meeting type of thing at the airport.

Member Mullenax commented that he thinks they need something like that.

Chairman Shipley stated that the purpose of this meeting is to be able to allow people to come and talk to them during this meeting. That's what this meeting is for. The tenants should bring their concerns to a board member and if it does not make it onto the next agenda, perhaps it will be addressed at the following meeting.

City Clerk Torres stated that if they were to have a meeting, there can't be 3 or more of the board members having a discussion on items outside of the actual AAB, because that is against our Open Meetings Act, and that is a violation. You can't have a quorum discussing stuff outside of an open meeting. When we have these meetings, we have to advertise it and there are steps that we have to go through.

Chairman Shipley stated that part of it too the newspaper is here and they are going to record and publish; the last article they did was really well done and people want to see what is going on.

John Finley stated that he fully supports what is being said about having people come to the board meeting like he did today to see what's happening, see how things are working with the city and how the AAB works, and if it's going to end up with results that are positive for the tenants out there. He suggested that the board extend individual invitations to members of the city council so that they can come out one at a time, maybe once a quarter, and attend some of the already established meetings, EAA, as a fact finding mission for them.

Greg Davis stated that there is obviously a real danger in speaking and I think you need to take that into consideration when you're trying to decide what they approach is. There's clearly retribution happening. There are a lot of people that are afraid to say anything right now.

Vice-Chairman Senn asked Chad if the board members will have access to KTCsairport.com to see what people are submitting as far as to what people are submitting to what is going on at the airport.

Airport Manager Chad Rosacker stated that the site doesn't support that, so basically all comments would be reported to him and he would give the feedback to the City Manager. It would be the City Managers discretion as to what goes on once he receives the information. He went on to say that some of the features he would like to add onto the site where people could make suggestions as to things that they want available to them on the site as well; things that they deem are important. You are able to make complaints anonymously but you will not be able to get a response but it will still go to the City Manager in order to be addressed.

Member Mullenax stated that he expected the letter to Chuck VanGelder to be on the agenda. He said that it addresses what they have as far as their leases because all of them sitting there have signed the same lease that Chuck signed, is subjected to the same risk that he is; that the City Manager at his discretion can just throw them out of their hangar. He wants to address this as a board to change the lease to do something so they're not sitting in the same situation. He went on to say that he looked into the bobcat issue, the RFP issue, and the door construction issue and all of those things brought to his mind that there's disingenuous behavior; if we don't address it here, where do we address it?

City Manager Swingle stated that he spent eight months trying to get Member Mullenax and Chuck to quit violating their practices by trying to build the tetrahedron and have it installed on the property without the city's knowledge and without this board's approval. You were upset at the last meeting that I chastised you, I didn't mention any names, but what I did say is that we cannot have construction going on, we cannot have people going out and getting grants for our airport that have not been approved by this board. Those ideas need to go to this board and if this board approves it, then it goes to the commission, when the commission approves it, then that's our marching orders. I can't have individuals running our airport and trying to build and install stuff at the airport; we can't have that. That was one of our very first conversations when I first came onboard. That type of behavior has continued to a point of eight months of trying to get you all to stop, and it didn't stop. We have lost staff because of this behavior. We had our airport manager resign, the airport management company resigned because of this behavior. We were able to talk him into staying a while because we do not have a plan B at this point. Enough became enough and I made the decision, and yes it was my decision. It wasn't for nothing; it was because of the behavior that was going on that cost us to lose staff that cost us to lose our airport management company and a plethora of other issues that came up over the interim. When I have state agencies calling us and asking us for information on grants that you all want to get for having hangars constructed, the environmental, the water system.

Member Mullenax stated that he does know that some of the other pilots showed an interest in building a hangar and they asked if there was any money available, but I didn't know where they went to ask about this. You're saying that it's a requirement that they have to go through who?

City Manager Swingle stated that they need to go through the airport advisory board. If somebody wants to build a hangar at the airport, it should go through the airport advisory board. We, as a City, shouldn't just say yes or no without having any input from the advisory board; that's what this board's role is.

Member Mullenax asked how would the tenants know that; how would they know that they need to go to the board?

City Manager Swingle told him that they as the board know this and that's what he made clear at the last meeting.

John Finley stated that anyone can go onto the New Mexico Department of Transportation and go to the pulldown menu and call anyone on there, email anybody to get information. Doing that type of action should not be regarded as going outside of bounds, doing something uncouth, etc....because there's all kinds of people that want to do all kinds of things. If the process got to the point where you're filling out the paperwork for NMDOT ADA for a grant, trying to figure out this, then of course you would think that NMDOT would be the first to ask if they have talked to the city of Truth or Consequences because it's going to be on the property, and that would be when this board gets informed and everyone gets on the same page. But to hold anybody that's trying to think about advancing the airport, having a hangar; hangar space is limited. Figuring out how we do this stuff seems like an unnatural response for something so minor.

City Manager Swingle stated that it's minor the first couple of times. At some point it becomes a significant issue. You both told me that you refuse to work with this board for various reasons.

Member Mullenax questioned City Manager Swingle's comment.

City Manager Swingle stated that he will not repeat what Member Mullenax said, it's not really appropriate at a meeting like this. Bottom line is that the City's decision is the City's decision and I was in the position to make it; it wasn't a knee-jerk reaction, it was after months and months of trying to get the behavior changed and it didn't happen. And it still has not happened.

John Finley asked if this topic has been addressed by the board at any previous meetings and could he see the minutes.

Member Mullenax stated that he's not going to let this lay either because City Manager Swingle keeps talking about the tetrahedron. We already had the approval through your predecessor, we'd already signed for the donation on the Beech 18; I'd already done all the work and got it ready and just like the previous administration, if I go to the airport manager, it wasn't Chad, it was prior to that, he just said to go to the City Manager, well the City Manager said to call Benny and get him to dig the hole for you, so that's what we did. Suddenly everything blew up and we went to Chad and told him that this is what we're trying to do. I understood that we couldn't do the same thing as we did before, and now you're saying that we just continued? Let's get on to building these doors; you told us on January 4 that the insurance adjuster had found somebody in Las Cruces to build those doors. I called the adjuster the next day and he said that he was going to start looking for someone after the first of the year. I asked him if he told someone at the City that you'd found somebody and didn't follow through? I wasn't trying to question you; I just wanted to know when he was going to show up to do the work. I know that the local guy has updated his bid, and the adjuster asked me to get that to him so that he could expedite it. Larry got ahold of Carl and he sent his bid in and now he's going to build the door. If we had still waiting on The City Manager and the way he does stuff, they'd still be waiting.

City Clerk Torres stated that this topic is getting heated and she doesn't feel it's an appropriate conversation to have right now especially since it's not on the agenda. She advised that if they do have anything, you know when we have the meetings, so if there any issues that you would like to have, you could always contact us and we will put it on the agenda.

Chairman Shipley stated that he thinks it needs to be a discussion that happens. He feels that the points brought up by both sides are valid points that need to be looked at and addressed.

Mark Davis made a proposal for everybody to take into consideration before the next meeting; someone needs to do a draft of a standard operating procedure for any operations or things that are under question and discussion that should be addressed so that we can all be on the same page. It sounds to me that a lot of this is a communication issue or lack thereof.

Airport Manager Rosacker said that he would encourage Mr. Davis that anything that is good information for tenants to have or anyone that uses that airport has, if he could send him an email or fill out the consent form and let him know as suggestions to add to the website. It would be an excellent place to give that type of information to people as well.

REPORTS FROM STAFF:

City Clerk Torres stated that the minutes are posted on the website and if you need minutes from any of the advisory board meeting, you could just contact the City Clerk's office and we can get you the copies you need.

City Manager Swingle updated the board that they are in the middle of the budget process right now. It looks like the budget for the airport will be around \$371,000. Is what we're looking at. It will require a substantial transfer of general fund dollars to the airport to accommodate that budget. There will be a lot of processes going on between now and the final budget. They are meeting with the department heads this week; reviewing those budgets, amending them somewhat and in a couple of weeks that departments will be presenting to the commission and the commissioners will make the final cuts and from there approve the preliminary budget.

Member Mullenax stated that a couple of meetings ago the chairman brought up about getting a list of the proposed expenditures that made up their budget. Traci said that she would get that to us, but we haven't seen that as of yet.

Assistant City Manager Alvarez stated that they are very short handed in the finance office and so they are just getting things put together budget wise. She does have a preliminary proposed budget that they went over today, so she can get that out to them.

City Manager Swingle asked Larry if he wants to see the budget or the expenditures.

Member Mullenax said that he'd like to see what the proposed expenditures are.

City Manager Swingle went on to say that at the last meeting they brought up the issue of the septic system. A company has been selected, a PO has been cut for them and now it's just when they can get onsite to do the work. He went on to compliment Chad on the website. He said that it is very pilot oriented and pilot friendly. He did a fantastic job with it.

Assistant City Manager Alvarez stated as an update for the RFP they have been able to select, after meeting with a few different engineers, she has selected an engineer she is hoping to enter into a contract. They will formulate the request for proposals for a fixed base operator for us to start advertising. We've decided that this is something that we want to have a professional put together instead of just interior staff because we are so short handed, so we will be continuing to work on advertising for a fixed base operator.

Chairman Shipley asked when the RFP will be coming out or how long it will take for them to draft.

Assistant City Manager Alvarez advised the board that they have to go in front of the commission on Wednesday and have the commission approve entering into a contract with them, so she will not know anything until after the commission has approved the contract. She doesn't think that there will be any issues with the commission; they understand where we stand with needing to get something in place with the airport. The engineer firm does know that we need to move quickly on this; they understand the urgency.

Assistant City Manager Alvarez stated that she has been back and forth with the self-insurers fund as well as with Iron Man; she was able to make contact with them and he's supposed to call her and let her know the date when they install the hangar doors. That was a couple of weeks ago and she still has not heard back from him, so she's guessing that his schedule is still full.

Member Mullenax stated that he talks to Carl a couple of times a week and will mention to him about the hangar doors.

ADJOURNMENT:

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

Member Lafont made a motion to adjourn.

Vice-Chairman Senn seconded the motion.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 5th day of July, 2022.

Mark Shipley, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: E.4

SUBJECT: June 2022 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: July 14, 2022
SUBMITTED BY: Ruby Otero, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

According to Sec. 2-28 of the Municipal Code related to Publication of expenditures:
Each month there may be published a summary of expenditures made during the preceding calendar month, which shall include a list of the total expenditures during the month, the amount spent in connection with each budgetary item, and a summary of all receipts; provided, however, that the publication mentioned in this section shall be made only at the discretion of the Commission if it shall deem such publication necessary in the public interest.

Recommendation:

Approve the Accounts Payable summary for July 2022

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,182,237.64

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 7-27-2022



Truth or Consequences

Expense Approval Report

By Fund

Payable Dates 6/1/2022 - 6/30/2022

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
XEROX CORP.	016136125/016136127	06/03/2022	BASE CHARGE/METER USAGE - ...	101-1004-43465	717.71
XEROX CORP.	016136131/016240641	06/03/2022	XEROX CHARGE/METER USAGE	101-1040-43465	243.58
XEROX CORP.	016136145	06/03/2022	METER USAGE OPEN PO 21/22	101-1003-43465	295.51
XEROX CORP.	016136147	06/03/2022	BASE CHARGE/METER USAGE F...	101-1009-43465	226.59
XEROX CORP.	0161636126	06/03/2022	BASE CHARGE/METER USAGE-...	101-1001-43465	378.35
SIERRA VISTA HOSPITAL / SIERR...	05312022	06/03/2022	GRT DISTRIBUTION FY 21/22 OP...	101-1017-48599	26,260.30
TDS	06012022	06/03/2022	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,687.17
BOLINGER, SEGARS, GILBERT &...	195489	06/03/2022	CONSULTATION, ANALYSIS, AND...	101-1018-48598	8,629.63
BAKER & TAYLOR, INC.	2036728414,415;2036754158,1...	06/03/2022	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	56.00
ALARM CONTROL TECHNOLOGI...	24784/24785	06/03/2022	FIRE ALARM MONITORING	101-1014-47410	53.94
QUILL CORPORATION	24969069	06/03/2022	MINDER READER HANGING	101-1002-44606	40.66
QUILL CORPORATION	24969069	06/03/2022	MOUSE PAD	101-1002-44606	12.23
QUILL CORPORATION	24969069	06/03/2022	ROLODEX 5 COMPARTMENT	101-1002-44606	15.11
QUILL CORPORATION	24969069	06/03/2022	LABEL MAKER	101-1002-44606	22.49
QUILL CORPORATION	24969069	06/03/2022	STORAGE BOXES	101-1002-44606	35.09
QUILL CORPORATION	24969069	06/03/2022	HP ALL IN ONE	101-1002-44606	152.99
QUILL CORPORATION	24969069	06/03/2022	INK CARTRIDGE	101-1002-44606	78.29
QUILL CORPORATION	24969069	06/03/2022	BLACK MASKS	101-1002-44606	49.98
QUILL CORPORATION	24969069	06/03/2022	POST IT 5 PACK	101-1002-44606	10.79
QUILL CORPORATION	24969069	06/03/2022	HANGING FOLDERS 5 TAB	101-1002-44606	46.78
SIERRA AUTO/CARQUEST	299569	06/03/2022	A/C RELAY FUSES	101-1009-47420	56.08
SIERRA AUTO/CARQUEST	299991	06/03/2022	WINDOW REGULATOR	101-1007-47420	78.81
SIERRA AUTO/CARQUEST	300052	06/03/2022	TAP & DIE SET	101-1012-44607	135.99
SIERRA AUTO/CARQUEST	300331	06/03/2022	SERVICE CIRCUITS	101-1012-44607	41.28
PUBLIC SECTOR PERSONNEL C...	3454	06/03/2022	SALARY AND JOB DESCRIPTION ...	101-1018-48598	12,000.00
INTERNAL SERVICE FUND	363434	06/03/2022	MAINT. & SERVICE FOR DEPT V...	101-1008-47420	20.00
INTERNAL SERVICE FUND	363434	06/03/2022	MAINT. & SERVICE FOR DEPT V...	101-1009-47420	72.50
ZACHARY BROWNING	407344	06/03/2022	DEPOSIT REFUND FOR 5/28/22-...	101-1099-34348	50.00
SILVERSKY, INC.	457048-SI	06/03/2022	EMAIL SERVICE OPEN PO FY21/...	101-1018-43815	198.16
CITY UTILITIES	6/1/22	06/03/2022	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	7,506.30
SIERRA AUTO/CARQUEST	6016-299452	06/03/2022	RBR B41 BELT	101-1009-47420	41.01
ARENAS VALLEY ANIMAL CLINIC...	67197/67309	06/03/2022	GETTING ANIMALS FIXED	101-1006-48598	166.02
ARENAS VALLEY ANIMAL CLINIC...	67484/67523	06/03/2022	GETTING ANIMALS FIXED	101-1006-48598	64.19
ARENAS VALLEY ANIMAL CLINIC...	67596/67604	06/03/2022	GETTING ANIMALS FIXED	101-1006-48598	205.08
ARENAS VALLEY ANIMAL CLINIC...	67675/67751	06/03/2022	GETTING ANIMALS FIXED	101-1006-48598	130.20
ARENAS VALLEY ANIMAL CLINIC...	67783	06/03/2022	GETTING ANIMALS FIXED	101-1006-48598	430.76
INTEGRATED TECHNOLOGIES G...	7394	06/03/2022	IT SERVICES JANUARY 1 THRO...	101-1018-48598	984.84
QUEST DIAGNOSTICS, INC.	9198659514	06/03/2022	SCREENING & MRO FEE FY21-22...	101-1004-48599	380.80
SOUTH CENTRAL COUNCIL OF ...	FY21-SCCOG-13	06/03/2022	ANNUAL MEMBERSHIP DUES 2...	101-1003-43770	2,187.00
XEROX CORP.	016136129	06/10/2022	BASE CHARGE - METER USAGE ...	101-1007-43465	321.47
WEX BANK	05312022	06/10/2022	UNLEADED FUEL WEX CARD	101-1014-43316	788.87
WEX BANK	06012022	06/10/2022	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	6,646.40
MANANA	105.22	06/10/2022	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
SIERRA COUNTY SENTINEL	109159	06/10/2022	HELP WANTED ADS FY21-22 - O...	101-1004-43740	369.50
SIERRA COUNTY SENTINEL	109187	06/10/2022	OPEN PO FOR FY 21/22 PUBLIC...	101-1001-43740	336.94
SIERRA COUNTY SENTINEL	109228	06/10/2022	SUBSCRIPTION SENTINEL	101-1002-43770	39.00

Expense Approval Report

Payable Dates: 6/1/2022 - 6/30/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA COUNTY SENTINEL	109287	06/10/2022	ADVERTISEMENT FOR ITB 19-60...	101-1004-43740	281.34
COPPLER LAW FIRM, P.C.	11478	06/10/2022	OPEN PO FOR LEGAL SERVICES	101-1000-43597	537.34
HELENA CHEMICALS	141148553	06/10/2022	9-1-5/ 15% Fe, Ca, S 50 LB BAG	101-1009-44607	1,200.00
SUN VALLEY, INC.	163537,163611,163517,163988...	06/10/2022	FIELD SUPPLIES	101-1009-44607	395.98
STANTEC CONSULTING SERVICE...	1926873-1	06/10/2022	DEVELOPMENT REVIEW DOLLAR...	101-1010-48598	4,108.81
STANTEC CONSULTING SERVICE...	1926873-1	06/10/2022	SILVER CITY NMGR @ 8.0%	101-1010-48598	328.70
STANTEC CONSULTING SERVICE...	1926873-2	06/10/2022	SILVER CITY NMGR @ 8.0%	101-1010-48598	361.08
STANTEC CONSULTING SERVICE...	1926873-2	06/10/2022	DEVELOPMENT REVIEW	101-1010-48598	4,513.47
STANTEC CONSULTING SERVICE...	1926873-3	06/10/2022	DEVELOPMENT REVIEW 607 W...	101-1010-48598	5,218.60
STANTEC CONSULTING SERVICE...	1926873-3	06/10/2022	SILVER CITY NMGR @ 8.0%	101-1010-48598	417.49
BELSON OUTDOORS, LLC	200433	06/10/2022	46" SQUARE TOP BENCH TABLE	101-1009-44613	1,745.15
O'REILLY AUTO PARTS, INC.	2162-484723	06/10/2022	BRAKE SLACK ADJUSTER TOOLS	101-1012-44607	49.99
AUTOZONE STORES, LLC	2529026661	06/10/2022	SAFETY EQUIPMENT MECHANIC...	101-1012-44615	158.70
JESSICA RIED	276909	06/10/2022	DEPOSIT REFUND FOR 6/4/22 ...	101-1099-34348	50.00
SIERRA VISTA HOSPITAL / SIERR...	46904C15467	06/10/2022	COLLECTION FEE FY21-22 OPEN...	101-1004-48599	175.00
TRANS UNION RISK & ALTERNAT...	485949-202205-1	06/10/2022	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	113.00
TDS	6012022	06/10/2022	INTERNET SERVICE/PD OPEN PO...	101-1007-43775	149.00
WEX BANK	6012022	06/10/2022	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	713.68
JAIME F. RUBIN, LLC	6222	06/10/2022	OPEN PO FOR LEGAL SERVICES	101-1000-43597	8,204.60
DOMESTIC ABUSE INTERVENTI...	6222	06/10/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	625.00
THE CLUB OF SIERRA COUNTY	6322	06/10/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	2,500.00
INTEGRATED TECHNOLOGIES G...	7395	06/10/2022	SONICWALL SECURE	101-1002-43815	900.00
INTEGRATED TECHNOLOGIES G...	7395	06/10/2022	MCROSOFT OFFICE HOME AND ...	101-1002-43815	550.00
INTEGRATED TECHNOLOGIES G...	7395	06/10/2022	WORKGROUP SWITCH	101-1002-44606	50.00
INTEGRATED TECHNOLOGIES G...	7395	06/10/2022	LABOR IPAD	101-1002-48598	91.64
INTEGRATED TECHNOLOGIES G...	7395	06/10/2022	LABOR SONICWALL	101-1002-48598	183.28
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	97.20
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	221.66
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	196.01
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	955.78
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	70.80
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	73.20
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	271.78
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	69.60
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	196.80
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	161.52
BSN SPORTS	917307767	06/10/2022	GROUND ANCHOR MOUNT SET...	101-1009-47420	55.00
BSN SPORTS	917307767	06/10/2022	DOUBLE GROUND ANCHOR	101-1009-47420	98.65
BSN SPORTS	917307767	06/10/2022	DOUBLE FIRST BASE	101-1009-47420	190.00
GREGORY JUMP	941486	06/10/2022	DEPOSIT REFUND FOR 6/4/22 @...	101-1099-34348	50.00
VERIZON WIRELESS	9907373599	06/10/2022	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	246.84
VERIZON WIRELESS	9907373599	06/10/2022	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	123.42
BAKER UTILITY SUPPLY CORP.	INV300032	06/10/2022	BRASS STARIGHT CPLG 1" ULTR...	101-1009-44607	527.20
BAKER UTILITY SUPPLY CORP.	INV300032	06/10/2022	BRASS STARIGHT CPLG 3/4" UL...	101-1009-44607	329.50
BORDER INTERNATIONAL TRUC...	X400078278.01	06/10/2022	ZEP DEGREASER CLEANER	101-1012-44607	321.25
TEXAS- NEW MEXICO NEWSPAP...	0004672450	06/17/2022	AD FOR CPO - PLEASE REFERENCE...	101-1004-43740	451.29
XEROX CORP.	016359237	06/17/2022	BASE CHARGE/METER USAGE-...	101-1001-43465	400.33
XEROX CORP.	016359240	06/17/2022	BASE CHARGE - METER USAGE ...	101-1007-43465	331.22
XEROX CORP.	016359242	06/17/2022	XEROX CHARGE/METER USAGE	101-1040-43465	187.95
XEROX CORP.	016359255	06/17/2022	METER USAGE OPEN PO 21/22	101-1003-43465	301.54
XEROX CORP.	016359257	06/17/2022	BASE CHARGE/METER USAGE F...	101-1009-43465	225.57
XEROX CORP.	016466833	06/17/2022	XEROX CHARGE/METER USAGE	101-1040-43465	50.38
CITY UTILITIES	061622	06/17/2022	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	3,837.34
XEROX CORP.	16136125/016136127	06/17/2022	BASE CHARGE/METER USAGE - ...	101-1004-43465	723.38
EWING IRRIGATION	17020159	06/17/2022	I25-06-SS HUNTER ULTR 6IN SS ...	101-1009-44607	561.00
EWING IRRIGATION	17020159	06/17/2022	I25-06-SS-R HUNTER ULTRA 6IN...	101-1009-44607	622.20

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA COUNTY TREASURER	182401	06/17/2022	PARCEL CODE 3020078494070	101-1010-48555	616.03
SIERRA COUNTY TREASURER	182401	06/17/2022	PARCEL CODE 3020078494070...	101-1010-48555	276.48
SIERRA COUNTY TREASURER	182401-R	06/17/2022	PARCEL CODE 3020078494070...	101-1010-48555	-276.48
SIERRA COUNTY TREASURER	182401-R	06/17/2022	PARCEL CODE 3020078494070	101-1010-48555	-616.03
APEX TECHNOLOGIES LLC	27091	06/17/2022	SEMI-ANNUAL MONITORING OF...	101-1012-48599	194.96
NU-WAY LAUNDRY & CLEANERS	37336	06/17/2022	CARPET CLEANING SERVICE	101-1014-44607	137.99
TESTON'S FREEWAY CHEVRON	4232	06/17/2022	OPEN PO FY21/22 FUEL PURCH...	101-1013-43316	159.56
TESTON'S FREEWAY CHEVRON	4240	06/17/2022	TESTOS FUEL/OIL OPEN P.O. FY ...	101-1009-43316	480.28
MPG SERVICES, LLC	4441	06/17/2022	REPLACE FAN MOTOR ON P.D. ...	101-1014-43403	726.11
SIERRA JOINT OFFICE ON AGING	61022	06/17/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	11,750.00
NEW MEXICO GAS COMPANY, I...	61422	06/17/2022	GAS BILLS/GENERAL	101-1018-43780	867.44
NEW MEXICO GAS COMPANY, I...	61422	06/17/2022	GAS BILLS/NM WORKFORCE C...	101-1018-43780	30.89
CITY UTILITIES	61422	06/17/2022	CITY LANDFILL BILLS/OPEN PO F...	101-1014-43780	70.22
NEW MEXICO GAS COMPANY, I...	61422	06/17/2022	GAS BILLS/ANIMAL SHELTER	101-1018-43780	55.60
COMPANION ANIMAL ACTION ...	6722	06/17/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	375.00
TALON SEPTIC & POTTY SERVICE	721	06/17/2022	RENTAL OF PORTABLE TOILETS ...	101-1009-43465	800.00
INTEGRATED TECHNOLOGIES G...	7418	06/17/2022	IT SERVICES JANUARY 1 THRO...	101-1018-48598	984.84
TALON SEPTIC & POTTY SERVICE	745	06/17/2022	RENTAL OF PORTABLE TOILETS ...	101-1009-43465	800.00
LASTING PAWS PET MEMORIAL ...LC10391-I-0027		06/17/2022	ANIMAL CREMATION	101-1006-48599	906.20
LAS CRUCES SUN NEWS	0004672421	06/24/2022	ADVERTISEMENT/RFP #21-22-0...	101-1004-43740	62.39
LAS CRUCES SUN NEWS	0004672421-1	06/24/2022	ADVERTISEMENT/ITB 19-600-2...	101-1004-43740	242.40
RELADYNE CONSERVANCY OIL ...	0056826-IN	06/24/2022	BREATHING FILTERS FOR HYD A...	101-1012-44607	196.95
BUD'S SMALL ENGINE REPAIR	017015	06/24/2022	SALES TAX	101-1009-47420	9.83
BUD'S SMALL ENGINE REPAIR	017015	06/24/2022	FUEL PUMP	101-1009-47420	42.34
BUD'S SMALL ENGINE REPAIR	017015	06/24/2022	OIL	101-1009-47420	10.72
BUD'S SMALL ENGINE REPAIR	017015	06/24/2022	OIL FILTER	101-1009-47420	14.34
BUD'S SMALL ENGINE REPAIR	017015	06/24/2022	LABOR	101-1009-47420	120.00
BUD'S SMALL ENGINE REPAIR	017015	06/24/2022	SPARK PLUGS	101-1009-47420	9.98
BUD'S SMALL ENGINE REPAIR	017015	06/24/2022	FUEL FILTER	101-1009-47420	5.32
TYLER TECHNOLOGIES, INC.	025-384787	06/24/2022	FIXED ASSET TRAINING 1/24/22	101-1004-42720	325.50
SIERRA COUNTY SENTINEL	109363	06/24/2022	AD FOR ITB #21-22-010 MORG...	101-1004-43740	97.76
NM MUNICIPAL LEAGUE	16232/16234/16240/16251	06/24/2022	2022 MOLI/NEWLY ELECTED OF...	101-1000-42720	1,000.00
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1001-41226	97.20
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1002-41226	70.84
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1003-41226	221.66
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1004-41226	197.93
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1006-41226	106.80
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1007-41226	955.78
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1008-41226	70.80
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1009-41226	88.20
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1010-41226	64.80
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1011-41226	249.10
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1012-41226	69.60
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1013-41226	77.30
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1014-41226	196.80
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	101-1016-41226	169.17
SIERRA VISTA HOSPITAL / SIERR...	5312022	06/24/2022	GRT DISTRIBUTION FY 21/22 OP...	101-1017-48599	29,730.02
MATTHEW 25 FOOD PANTRY INC	61722-Q3/61722-Q4	06/24/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	2,500.00
WINDSTREAM CORPORATION	62022	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	115.38
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1001-43775	275.25
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1002-43775	183.43
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	231.23
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1004-43775	246.70
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1006-43775	109.48
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	995.70
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	176.14
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1009-43775	144.60
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1010-43775	92.72
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1011-43775	69.43
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1012-43775	84.87

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	101-1014-43775	111.26
ALBUQUERQUE PUBLISHING CO	100015454460-0513,0520	06/24/2022	ADVERTISEMENT/ITB 19-600-2...	101-1004-43740	786.84
ALBUQUERQUE PUBLISHING CO	10001545569-0509	06/24/2022	ADVERTISEMENT/RFP #21-22-0...	101-1004-43740	86.34
ALBUQUERQUE PUBLISHING CO	10001548028-0611	06/24/2022	AD FOR ITB #21-22-010 MORG...	101-1004-43740	123.41
JUSTICE SYSTEMS, INC	INV3142559	06/24/2022	INTEGRATED IMAGING MODULE	101-1002-43815	5,282.71
SUN VALLEY, INC.	164230,164254,164214,164197...	06/28/2022	OPEN PO FIELD SUPPLIES JUNE ...	101-1009-44607	349.48
SIERRA COUNTY TREASURER	2021 0004187	06/28/2022	PARCEL CODE 3020078494070	101-1010-48555	616.03
TANNA MILLER	251829	06/28/2022	CIVIC CENTER REFUND 6/24,25,...	101-1099-34348	400.00
SIERRA AUTO/CARQUEST	300698/300699	06/28/2022	TUNEUP/BRAKE BLEED KIT	101-1012-44607	62.19
SIERRA AUTO/CARQUEST	300698/300699	06/28/2022	24IN HOSE CLAMP PLIERS	101-1012-44607	68.63
SIERRA AUTO/CARQUEST	300701	06/28/2022	BRAKE PODS SELEDTYP 3030 SP...	101-1012-44607	168.12
SIERRA AUTO/CARQUEST	300704	06/28/2022	1/4 BARRACADE HOSE	101-1009-47420	60.00
SIERRA AUTO/CARQUEST	300945	06/28/2022	UNDERHOOD LIGHT	101-1012-44607	154.14
SIERRA AUTO/CARQUEST	301050	06/28/2022	ARGON FOR WELDING MACHINE	101-1012-44607	64.00
SIERRA AUTO/CARQUEST	301338	06/28/2022	21" XTRACLEAR WIPER BLADES	101-1009-47420	17.98
SIERRA AUTO/CARQUEST	6016-300418	06/28/2022	DUAL AIR CHUCKS	101-1012-44607	24.40
SIERRA AUTO/CARQUEST	6016-300418	06/28/2022	1/4 M M PLUG FOR AIR CHUCKS	101-1012-44607	4.09
Fund 101 - General Total:					188,511.79

Fund: 201 - Corrections

NM JUDICIAL EDUCATION CENT...	05312022	06/03/2022	PAY JUDICIAL FEES FY 21/22 OP...	201-1903-44805	66.00
ADMINISTRATIVE OFFICE OF	05312022	06/03/2022	PAY DWI&COURT AUTO FEES F...	201-1903-44805	127.00
SIERRA COUNTY TREASURER	060102022	06/10/2022	PRISONER CARE OPEN PO FY JU...	201-1903-48710	2,200.00
Fund 201 - Corrections Total:					2,393.00

Fund: 209 - Fire

XEROX CORP.	016136149	06/03/2022	BASE CHARGE/METER USAGE O...	209-1603-43465	259.40
CITY UTILITIES	6/1/22	06/03/2022	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	141.70
MEGAHERTZ COMPUTER CONS...	57682	06/10/2022	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
LYNN'S LANDSCAPE	9911	06/10/2022	PREP & SEAL	209-1603-47415	17,110.45
LYNN'S LANDSCAPE	9911	06/10/2022	PARKING LOTS	209-1603-47415	4,654.65
LYNN'S LANDSCAPE	9911	06/10/2022	CURBS	209-1603-47415	434.00
RON'S WELDING	P69	06/10/2022	PUMP TESTS	209-1603-47420	1,546.13
XEROX CORP.	016359259	06/17/2022	BASE CHARGE/METER USAGE O...	209-1603-43465	255.89
CITY UTILITIES	061622	06/17/2022	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	298.55
TESTON'S FREEWAY CHEVRON	4234	06/17/2022	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	779.27
NEW MEXICO GAS COMPANY, I...	61422	06/17/2022	GAS BILLS/FIRE STATION	209-1603-43780	67.19
NEW MEXICO GAS COMPANY, I...	61422	06/17/2022	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	44.21
WINDSTREAM CORPORATION	62022	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	118.24
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	188.33
LYNN'S LANDSCAPE	9966	06/24/2022	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	471.98
GENERAL FUND	051122	06/28/2022	ADMINISTRATIVE FEE PAID TO C...	209-1603-47595	21,616.40
Fund 209 - Fire Total:					48,040.64

Fund: 211 - Law Enforce Prot

INTERNAL SERVICE FUND	363434	06/03/2022	MAINT. & SERVICE FOR DEPT V...	211-2003-47420	153.67
THE LINE, LLC	1565	06/10/2022	UNIFORM FOR OFFICER SHANE ...	211-2003-44573	1,275.50
THE LINE, LLC	1582	06/10/2022	UNIFORM AND EQUIPMENT	211-2003-44573	1,350.40
INTEGRATED TECHNOLOGIES G...	7399	06/24/2022	INSTALLATION NETWORK DROP...	211-2003-44840	269.53
INTEGRATED TECHNOLOGIES G...	7399	06/24/2022	8 PORT GIGABIT SWITCH	211-2003-44840	60.00
Fund 211 - Law Enforce Prot Total:					3,109.10

Fund: 214 - Lodgers Tax

GERONIMO TRAIL SCENIC BYW...	52722	06/10/2022	OPEN PO FOR LODGERS TAX C...	214-2503-60596	700.00
VETERANS MEMORIAL TRUST B...	52822	06/10/2022	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	579.24
ACKNOWLEDGE, CREATE,TEACH...	53122	06/10/2022	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	9,028.23
GERONIMO SPRINGS MUSEUM	6122	06/10/2022	OPEN PO FOR LODGERS TAX SE...	214-2503-48599	1,875.00
MAINSTREET T OR C	6222	06/10/2022	OPEN PO FOR LODGERS TAX SE...	214-2503-48591	11,250.00
SHELDON R. NEYMARK	6622	06/10/2022	REPAIRING FOUNTAIN AT GER...	214-2503-47598	2,000.00
LINDMARK OUTDOOR MEDIA	INV27429/INV37434	06/10/2022	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	824.92
GERONIMO TRAIL SCENIC BYW...	6722	06/17/2022	OPEN PO FOR LODGERS TAX SE...	214-2503-48599	833.40
SUNNY 505	17434	06/24/2022	ACCOUNT MANAGEMENT	214-2503-48599	962.44
Fund 214 - Lodgers Tax Total:					28,053.23

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 216 - Muni Street					
PAVEMENT SEALANTS & SUPPLY	21172	06/03/2022	HIGH PERFORMANCE PERMAN...	216-4503-43550	5,825.86
SIERRA AUTO/CARQUEST	299663	06/03/2022	HOSE COUPLING	216-4503-47420	19.83
SIERRA AUTO/CARQUEST	299791	06/03/2022	HOSE COUPLING	216-4503-47420	14.83
SIERRA AUTO/CARQUEST	299793	06/03/2022	KEYSTOCK 1/4" X 12"	216-4503-47420	3.80
SIERRA AUTO/CARQUEST	299922	06/03/2022	WHEEL OIL SEAL	216-4503-47420	35.31
SIERRA AUTO/CARQUEST	299922	06/03/2022	WHEEL BEARINGS	216-4503-47420	25.54
SIERRA AUTO/CARQUEST	299922	06/03/2022	WHEEL BEARINGS	216-4503-47420	17.49
SIERRA AUTO/CARQUEST	299922	06/03/2022	WHEEL BEARINGS	216-4503-47420	32.02
SIERRA AUTO/CARQUEST	299922	06/03/2022	WHEEL BEARINGS	216-4503-47420	20.12
SIERRA AUTO/CARQUEST	300248	06/03/2022	WHEEL BEARING	216-4503-47420	32.02
SIERRA AUTO/CARQUEST	300248	06/03/2022	WHEEL BEARING	216-4503-47420	17.49
SIERRA AUTO/CARQUEST	300248	06/03/2022	WHEEL BEARING	216-4503-47420	25.54
SIERRA AUTO/CARQUEST	300248	06/03/2022	WHEEL BEARING	216-4503-47420	20.12
INTERNAL SERVICE FUND	363434	06/03/2022	MAINT. & SERVICE FOR DEPT V...	216-4503-47420	266.33
B & H OIL CO.	53370,53371,53374,53373,533...	06/10/2022	RED DIESEL	216-4503-43316	1,525.12
TESTON'S FREEWAY CHEVRON	4239	06/17/2022	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	228.84
BARTOO SAND & GRAVEL, INC.	M38959	06/17/2022	HOTMIX	216-4503-43550	6,537.40
SIERRA AUTO/CARQUEST	300674	06/28/2022	HYDRAULIC HOSE-BULK	216-4503-47420	47.31
SIERRA AUTO/CARQUEST	300674	06/28/2022	SYDR FITTING	216-4503-47420	47.29
SIERRA AUTO/CARQUEST	300674	06/28/2022	CRIMPS	216-4503-47420	14.00
SIERRA AUTO/CARQUEST	300674	06/28/2022	HYDRAULIC FITTING	216-4503-47420	24.88
SIERRA AUTO/CARQUEST	300705	06/28/2022	DEFROST/DUCT HOSE	216-4503-47420	19.19
SIERRA AUTO/CARQUEST	301337	06/28/2022	BATTERY TERMINALS	216-4503-47420	23.45
SIERRA AUTO/CARQUEST	301337	06/28/2022	BATTERY TERMINALS	216-4503-47420	17.94
SIERRA AUTO/CARQUEST	301337	06/28/2022	MARINE TERMINAL	216-4503-47420	23.56
Fund 216 - Muni Street Total:					14,865.28
Fund: 294 - State Library					
XEROX CORP.	016136142/016240643	06/03/2022	METER USAGE - OPEN PO FY 20...	294-5003-43465	17.74
OCLC, INC.	100213388,1000219364	06/10/2022	INTERLIBRARY LOAN SERVICE FY..	294-5003-60834	403.37
TDS	.6012022	06/17/2022	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
XEROX CORP.	016359252,016466835	06/17/2022	METER USAGE - OPEN PO FY 20...	294-5003-43465	14.72
INTEGRATED TECHNOLOGIES G...	7413	06/17/2022	LABOR AND INSTALLATION	294-5003-44613	366.56
INTEGRATED TECHNOLOGIES G...	7413	06/17/2022	DELL OPTIPLEX 7090 COMPUTE...	294-5003-44613	1,835.00
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	294-5003-43775	165.36
Fund 294 - State Library Total:					2,902.70
Fund: 295 - Muni Pool					
XEROX CORP.	016136135	06/03/2022	BASE CHARGE /METER USAGE	295-4803-43465	40.79
TDS	06012022	06/03/2022	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
CITY UTILITIES	6/1/22	06/03/2022	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	1,095.93
ZACHARY ZAVALA	622436	06/10/2022	POOL RENTAL DEPOSIT REFUND...	295-4803-34355	50.00
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	68.90
THE LIFEGUARD STORE	001181791	06/17/2022	RISE GUARD FEMALE ROLL SHO...	295-4803-42620	25.50
THE LIFEGUARD STORE	001181791	06/17/2022	SHORT SLEEVE TEE	295-4803-42620	24.00
THE LIFEGUARD STORE	001181791	06/17/2022	FLEX SHORT	295-4803-42620	23.00
THE LIFEGUARD STORE	001181791	06/17/2022	ADULT SMALL SHIRT	295-4803-42620	20.00
THE LIFEGUARD STORE	001181791	06/17/2022	FEMALE FLEX BOARD SHORT	295-4803-42620	23.50
THE LIFEGUARD STORE	001181791	06/17/2022	MENS AERO TRUNK	295-4803-42620	37.99
THE LIFEGUARD STORE	001181791	06/17/2022	ADULT MEDIUM SHIRT	295-4803-42620	10.00
THE LIFEGUARD STORE	001181791	06/17/2022	VISOR	295-4803-42620	10.75
THE LIFEGUARD STORE	001181791	06/17/2022	TYR GUARD HAT	295-4803-42620	17.10
THE LIFEGUARD STORE	001181791	06/17/2022	MESH HAT	295-4803-42620	12.95
THE LIFEGUARD STORE	001181791	06/17/2022	MESH HAT	295-4803-42620	12.95
THE LIFEGUARD STORE	001181791	06/17/2022	SUNGLASSES	295-4803-42620	16.75
THE LIFEGUARD STORE	001181791	06/17/2022	SHORT SLEEVE TEE	295-4803-42620	12.00
THE LIFEGUARD STORE	001181791	06/17/2022	WOMEN'S MANTRA DIAMONDF..	295-4803-42620	28.50
THE LIFEGUARD STORE	001181791	06/17/2022	POLY BIKINI	295-4803-42620	36.50
THE LIFEGUARD STORE	001181791	06/17/2022	SPLICE FLEX BOARD SHORT	295-4803-42620	29.00
THE LIFEGUARD STORE	001181791	06/17/2022	RESCUE TUBES	295-4803-44607	190.00
THE LIFEGUARD STORE	001181791	06/17/2022	BASKETBALL	295-4803-44613	11.75

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE LIFEGUARD STORE	001181791	06/17/2022	CHAIR	295-4803-44613	1,282.00
THE LIFEGUARD STORE	001181791	06/17/2022	LOUNGE	295-4803-44613	714.00
THE LIFEGUARD STORE	001181791	06/17/2022	CADDY ORIGINAL	295-4803-44613	199.95
THE LIFEGUARD STORE	001181791	06/17/2022	LIFEGUARD UMBRELLA	295-4803-44613	1,097.28
XEROX CORP.	016359246	06/17/2022	BASE CHARGE /METER USAGE	295-4803-43465	33.42
REBECCA MC CLESKY	060314	06/17/2022	POOL RENTAL DEPOSIT REFUND...	295-4803-34355	50.00
NEW MEXICO GAS COMPANY, I...	61422	06/17/2022	GAS BILLS/SWIMMING POOL	295-4803-43780	3,257.94
ANTON CEASAR	835198	06/17/2022	POOL RENTEAL DEPOSIT REFU...	295-4803-34355	50.00
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022...	295-4803-41226	65.16
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	295-4803-43775	28.29
Fund 295 - Muni Pool Total:					9,175.90

Fund: 296 - PD GRT

INTEGRATED TECHNOLOGIES G...	7410	06/10/2022	SYNOLOGY DS 1821+	296-2403-44613	1,250.00
BANK OF AMERICA	06082022	06/17/2022	EUTHANASIA TRAINING REGIST...	296-2403-42720	161.52
KAUFMAN'S WEST, LLC	6611L	06/17/2022	SAFARILAND NEW HARDWIRE 6...	296-2403-44615	1,662.00
THE LINE, LLC	1611	06/24/2022	5.11 ATAC BOOTS	296-2403-44615	216.00
THE LINE, LLC	1611	06/24/2022	SALOMAN BOOTS	296-2403-44615	144.00
THE LINE, LLC	1611	06/24/2022	5.11 ATLAS BOOTS	296-2403-44615	288.00
INTEGRATED TECHNOLOGIES G...	7396	06/24/2022	WINDOWS 10 PRO LICENSE	296-2403-44613	470.00
INTEGRATED TECHNOLOGIES G...	7396	06/24/2022	LABOR	296-2403-44613	183.28
INTEGRATED TECHNOLOGIES G...	7396	06/24/2022	MS OFFICE HOME AND BUSINE...	296-2403-44613	520.00
BORMAN AUTOPLEX	FOCB995320	06/24/2022	MISCELLANEOUS	296-2403-47420	27.00
BORMAN AUTOPLEX	FOCB995320	06/24/2022	BODY SUPPLIES	296-2403-47420	5.80
BORMAN AUTOPLEX	FOCB995320	06/24/2022	PAINT LABOR	296-2403-47420	225.00
BORMAN AUTOPLEX	FOCB995320	06/24/2022	PAINT SUPPLIES	296-2403-47420	153.00
BORMAN AUTOPLEX	FOCB995320	06/24/2022	PARTS	296-2403-47420	2,979.68
BORMAN AUTOPLEX	FOCB995320	06/24/2022	BODY LABOR	296-2403-47420	345.00
ADVANCED COMMUNICATIONS...	188819	06/28/2022	LABOR-TECHNICAIN TO PERFO...	296-2403-44615	831.65
Fund 296 - PD GRT Total:					9,461.93

Fund: 303 - Vet Wall

WINDSTREAM CORPORATION	62022	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	303-4703-43775	164.14
Fund 303 - Vet Wall Total:					164.14

Fund: 304 - Senior Grants

SIERRA JOINT OFFICE ON AGING	TORC-1-922	06/03/2022	REIMBURSE SJOA FOR EXPENSE...	304-4903-43999	35,000.00
Fund 304 - Senior Grants Total:					35,000.00

Fund: 315 - CI Reserve

INTEGRATED TECHNOLOGIES G...	7400	06/10/2022	DELL OPTIPLEX 7090	315-8001-44613	1,924.77
INTEGRATED TECHNOLOGIES G...	7400	06/10/2022	TAX	315-8001-44613	26.56
INTEGRATED TECHNOLOGIES G...	7400	06/10/2022	LABOR TO INSTALL AND CONFI...	315-8001-44613	340.00
MAXWELL ENTERPRISES, LLC	inv1343	06/10/2022	ROOF REPLACEMENT AT THE P...	315-8004-43403	28,766.31
Fund 315 - CI Reserve Total:					31,057.64

Fund: 403 - Pledge State

NEW MEXICO FINANCE AUTHOR...	06012022	06/03/2022	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR...	06012022	06/03/2022	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR...	06012022	06/03/2022	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.63
NEW MEXICO FINANCE AUTHOR...	06012022	06/03/2022	NMFA LOAN PYMT TORC 17 PR...	403-1203-90905	12,815.00
NEW MEXICO FINANCE AUTHOR...	06012022	06/03/2022	NMFA LOAN PYMT TORC 27 PR...	403-1203-90905	3,867.00
NEW MEXICO FINANCE AUTHOR...	06012022	06/03/2022	NMFA LOAN PYMT TORC 24 PR...	403-1203-90905	3,846.00
NEW MEXICO FINANCE AUTHOR...	06012022	06/03/2022	NMFA LOAN PYMT TORC 22 PR...	403-1203-90905	3,281.00
NEW MEXICO FINANCE AUTHOR...	06012022	06/03/2022	NMFA LOAN PYMT TORC 22 INT...	403-1203-90910	99.78
NEW MEXICO FINANCE AUTHOR...	06012022	06/03/2022	NMFA LOAN PYMT TORC 17 INT...	403-1203-90910	324.00
NEW MEXICO FINANCE AUTHOR...	060122	06/10/2022	NMFA CIF-4927 LOAN PAYMENT	403-1203-90905	450.00
BANK OF THE SOUTHWEST	06102022	06/10/2022	INTEREST PAYMENTS MSD WAT...	403-1203-90910	4,553.38
Fund 403 - Pledge State Total:					44,676.13

Fund: 501 - Cemetary

CITY UTILITIES	061622	06/17/2022	CITY UTILITIES CYCLE A&B/OPEN...	501-1803-43780	166.97
HOT SPRINGS CEMETERY ASSOC...	6-7-2022	06/17/2022	HOT SPRINGS CONTRACTED SE...	501-1803-47415	1,000.00
Fund 501 - Cemetary Total:					1,166.97

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 502 - Util Office - Pool					
XEROX CORP.	016136132	06/03/2022	OPEN PO XEROX CORP FISCAL 2...	502-3601-43465	482.80
CITY UTILITIES	6/1/22	06/03/2022	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	314.27
PITNEY BOWES INC.	0012129668	06/10/2022	RENTAL OF EQUIP PITNEY BOW...	502-3601-43465	683.04
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	247.20
XEROX CORP.	016403874	06/17/2022	OPEN PO XEROX CORP FISCAL 2...	502-3601-43465	458.25
PITNEY BOWES INC.	3315813413	06/17/2022	RENTAL OF EQUIP PITNEY BOW...	502-3601-43465	3,514.41
TESTON'S FREEWAY CHEVRON	4238	06/17/2022	GAS/OIL FISCAL YEAR 21/22 UIT...	502-3601-43316	258.65
POSTMASTER	06232022	06/24/2022	POSTAGE FOR CITY MAIL FY 21/...	502-3601-43735	10,000.00
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022...	502-3601-41226	245.24
AUTOZONE STORES, LLC	2529033637	06/24/2022	VAPOR CAN FUEL SOLENOID	502-3601-47420	54.09
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	502-3601-43775	188.59
SIERRA AUTO/CARQUEST	301236	06/28/2022	WINDSHIELD WIPERS 21" XTRA...	502-3601-47420	16.18
Fund 502 - Util Office - Pool Total:					16,462.72
Fund: 503 - Electric					
PETE'S EQUIPMENT, INC.	0032247	06/03/2022	NOZZLE, C/B 8X78	503-3702-47420	1,420.04
PETE'S EQUIPMENT, INC.	0032247	06/03/2022	WATER TANK, LWR-RH 28IDX A,...	503-3702-47420	4,714.76
PETE'S EQUIPMENT, INC.	0032411	06/03/2022	SHIPPING	503-3702-47420	20.36
PETE'S EQUIPMENT, INC.	0032411	06/03/2022	45816 RUBBER ELBOW 6"	503-3702-47420	63.08
XEROX CORP.	016136146,16240644	06/03/2022	BASE CHARGE & METER USAGE-...	503-3702-43465	155.26
TRIPLE H SOLAR, LLC	0299	06/03/2022	ENGINEERING SERVICES- OPEN ...	503-3702-48598	840.00
TDS	06012022	06/03/2022	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
SIERRA AUTO/CARQUEST	299570	06/03/2022	FUEL FILTER	503-3702-47420	19.51
SIERRA AUTO/CARQUEST	299695	06/03/2022	STARTER	503-3702-47420	297.11
INTERNAL SERVICE FUND	363434	06/03/2022	MAINT. & SERVICE FOR DEPT V...	503-3702-47420	7.49
SILVERSKY, INC.	457048-SI	06/03/2022	EMAIL SERVICE OPEN PO FY21/...	503-3702-43815	198.16
CITY UTILITIES	6/1/22	06/03/2022	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,919.54
INTEGRATED TECHNOLOGIES G...	7394	06/03/2022	IT SERVICES JANUARY 1 THROU...	503-3702-48598	984.85
INTEGRATED TECHNOLOGIES G...	7397	06/03/2022	MS OFFICE HOME AND BUSINE...	503-3702-43815	500.00
INTEGRATED TECHNOLOGIES G...	7397	06/03/2022	LABOR	503-3702-43815	645.48
IRBY SUPPLY CO.	S012911338.003,S012911338.0...	06/03/2022	FIRE RESISTANT SHIRTS- JOSH B...	503-3702-42620	405.50
IRBY SUPPLY CO.	S012911338.003,S012911338.0...	06/03/2022	FIRE RESITANT SHIRTS- CHRIS, ...	503-3702-42620	1,157.14
IRBY SUPPLY CO.	S012911338.003,S012911338.0...	06/03/2022	RAIN JACKET- XL TALL	503-3702-44615	118.00
IRBY SUPPLY CO.	S012911338.003,S012911338.0...	06/03/2022	OKGR INSULATOR HOOD SACO...	503-3702-44615	1,024.00
IRBY SUPPLY CO.	S012911338.003,S012911338.0...	06/03/2022	TRAFFIC CONES	503-3702-44615	180.00
IRBY SUPPLY CO.	S012911338.003,S012911338.0...	06/03/2022	LINE HOSE 1.25"X6'	503-3702-44615	1,188.00
IRBY SUPPLY CO.	S012911338.003,S012911338.0...	06/03/2022	LINE HOSE CLASS 2- 1.5MMX13...	503-3702-44615	1,266.00
SIERRA ELECTRIC CO-OP, INC.	06072022,06022022	06/10/2022	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	572.70
SIERRA ELECTRIC CO-OP, INC.	06072022,06022022	06/10/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	215,650.98
COOPERATIVE EDUCATIONAL S...	24-126910	06/10/2022	AERIAL MED-VOLTAGE DISTRIB...	503-3702-48598	756.70
WESTERN FIX, LLC	28	06/10/2022	JEANS- JOSH BREUER	503-3702-42620	264.00
WESTERN FIX, LLC	28	06/10/2022	JEANS- CHRIS REES	503-3702-42620	264.00
POWER FORD	5459088	06/10/2022	BRAKE POWER BOOSTER	503-3702-47420	277.82
POWER FORD	5459088	06/10/2022	MASTER BRAKE CYLINDER	503-3702-47420	148.36
WESTERN UNITED ELECTRIC	6059036/6060938	06/10/2022	GDE-5102 DEAD END GUY	503-3702-44607	954.00
WESTERN UNITED ELECTRIC	6059036/6060938	06/10/2022	3/8 GUY WIRE 250' COIL	503-3702-44607	275.00
WESTERN UNITED ELECTRIC	6059036/6060938	06/10/2022	GDE-1107 GUY GRIP DEADEND ...	503-3702-44607	156.00
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	332.57
LANDIS+GYR TECHNOLOGY, INC	90358629	06/10/2022	SaaS MONTHLY FLAT FEE	503-3702-43770	950.00
SSA SOLAR OF NM 4, LLC	nm-14-015a-202205-1	06/10/2022	POWER SERVICES- OPEN PO FY ...	503-3702-50795	30,283.17
XEROX CORP.	016359256,016466836	06/17/2022	BASE CHARGE & METER USAGE-...	503-3702-43465	141.97
CITY UTILITIES	061622	06/17/2022	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	143.28
COOPERATIVE EDUCATIONAL S...	24-125200	06/17/2022	AERIAL MED-VOLTAGE DISTRIB...	503-3702-48598	759.08
TRI-STATE GENERATION & TRA...	303597	06/17/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	35,509.07
TESTON'S FREEWAY CHEVRON	4241	06/17/2022	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	2,008.72
POWER FORD	5461158	06/17/2022	BC3 3A696 CORE CHARGE	503-3702-47420	70.00
POWER FORD	5461158	06/17/2022	POWER STEERING PUMP ASY	503-3702-47420	263.27
POWER FORD	5461158	06/17/2022	RESERVIOR ASY	503-3702-47420	72.94
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	LAMP HPS 70W	503-3702-44607	190.32
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	4 SD- BARE COPPER	503-3702-44607	1,176.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	#2 TRI-PLEX	503-3702-44607	7,956.00
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	CONNECTING COMP. WR159	503-3702-44607	220.00
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	MARKER GUY 8' YELLOW	503-3702-44607	224.00
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	TERM 15 KV#2-2/0 QT-II	503-3702-44607	242.88
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	GROUND ROD 5/8X8	503-3702-44607	148.24
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	FUSE LINK TYPE K 20 AMP	503-3702-44607	153.90
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	CLAMP DE SHOE SIDE OPEN 6-2...	503-3702-44607	275.40
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	ANCHOR 8-WAY EXPANDING	503-3702-44607	369.96
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	LAMP HPS 150W MOGUL	503-3702-44607	190.08
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	CONNECTING COMP. WR279	503-3702-44607	540.00
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	CONNECTING HOTLINE 2/0-8	503-3702-44607	212.60
WESTERN UNITED ELECTRIC	6057205,6057354,6057850,605...	06/17/2022	ANCHOR ROD 3/4X8	503-3702-44607	161.06
WESTERN UNITED ELECTRIC	6061763	06/17/2022	FAMAW T14 US6 NA 1 2/3 OD 6'	503-3702-44607	1,756.20
CITY UTILITIES	61422	06/17/2022	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	45.50
NEW MEXICO GAS COMPANY, I...	61422	06/17/2022	GAS BILLS/ELECTRIC	503-3702-43780	24.80
INTEGRATED TECHNOLOGIES G...	7418	06/17/2022	IT SERVICES JANUARY 1 THROU...	503-3702-48598	984.85
VERIZON WIRELESS	9907964015	06/17/2022	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	55.99
WESTERN AREA POWER ADMIN	JJPB1798A0522	06/17/2022	BASE DEMAND & BASE ENERGY...	503-3702-50795	48,925.14
IRBY SUPPLY CO.	S012817740.006,S01281774.00...	06/17/2022	5/8X10 OVAL EYEBOLT	503-3702-44607	684.60
IRBY SUPPLY CO.	S012817740.006,S01281774.00...	06/17/2022	24" GUY STRAIN	503-3702-44607	460.00
IRBY SUPPLY CO.	S012817740.006,S01281774.00...	06/17/2022	15 KV CROSSARM PIN	503-3702-44607	414.00
IRBY SUPPLY CO.	S012817740.006,S01281774.00...	06/17/2022	5/8 OVAL EYE NUT	503-3702-44607	196.00
IRBY SUPPLY CO.	S012817740.006,S01281774.00...	06/17/2022	5/8-3/16X2-1/4 SQUARE WASH...	503-3702-44607	35.55
IRBY SUPPLY CO.	S012817740.006,S01281774.00...	06/17/2022	70W LAMP LU70	503-3702-44607	648.32
AMAZON CAPITAL SERVICES, IN...	1WDV-X3NH-QKGG	06/24/2022	STEEL TOE BOOTS- CADE CHRIS...	503-3702-44615	178.45
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022...	503-3702-41226	363.77
UTILITY TRANSFORMER BROKE...	3486	06/24/2022	FREIGHT	503-3702-80805	1,650.00
UTILITY TRANSFORMER BROKE...	3486	06/24/2022	PAD MOUNT TRANSFORMER 2...	503-3702-80805	13,500.00
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	191.06
SOUTHWEST AUTOMOTIVE	1245	06/28/2022	LABOR/LABOR TAX CLEAN & FL...	503-3702-47420	236.00
SOUTHWEST AUTOMOTIVE	1245	06/28/2022	LABOR TO REPLACE POWER STE...	503-3702-47420	510.00
LANDIS+GYR TECHNOLOGY, INC	90359886	06/28/2022	SaaS MONTHLY FLAT FEE	503-3702-43770	950.00

Fund 503 - Electric Total: 394,448.58

Fund: 504 - Water

XEROX CORP.	016136139	06/03/2022	BASE COURSE CHARGE METERE...	504-3803-43465	182.07
TDS	06012022	06/03/2022	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
INTERNAL SERVICE FUND	363434	06/03/2022	MAINT. & SERVICE FOR DEPT V...	504-3803-47420	20.00
SILVERSKY, INC.	457048-SI	06/03/2022	EMAIL SERVICE OPEN PO FY21/...	504-3803-43815	198.16
ROCKY STARR	584646	06/03/2022	REIMBURSEMENT TRAVEL- ESP...	504-3803-42720	208.43
CITY UTILITIES	6/1/22	06/03/2022	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	10,885.82
INTEGRATED TECHNOLOGIES G...	7394	06/03/2022	IT SERVICES JANUARY 1 THROU...	504-3803-48598	984.85
USA BLUEBOOK	973765	06/03/2022	ANSI CLASS 2 MESH VEST SMAL...	504-3803-44615	133.50
PETE'S EQUIPMENT, INC.	0032248	06/10/2022	HAND GUN WATER 4000 PSI 9 ...	504-3803-47420	103.58
PETE'S EQUIPMENT, INC.	0032248	06/10/2022	HAND GUN WASH DOWN	504-3803-47420	396.26
PETE'S EQUIPMENT, INC.	0032248	06/10/2022	DEBRIS HOSE 8" X 60" DURASHI...	504-3803-47420	998.65
TAXATION AND REVENUE	05312022	06/10/2022	WATER CONSERVATION FEE FY ...	504-3803-43797	1,552.44
SIERRA COUNTY SENTINEL	109217	06/10/2022	PUBLICATION FOR PUBLIC ANN...	504-3803-43740	691.69
BAKER UTILITY SUPPLY CORP.	298298,299067,300025	06/10/2022	MJ X MJ DI 90 BEND 4" - C-153, ...	504-3803-44607	478.50
BAKER UTILITY SUPPLY CORP.	298298,299067,300025	06/10/2022	CMP MTR CAN 24" x 24" - RING...	504-3803-44607	4,267.20
BAKER UTILITY SUPPLY CORP.	298298,299067,300025	06/10/2022	STL FULL CIRCLE 2" X 7.5" - 2.35...	504-3803-44607	2,430.00
BAKER UTILITY SUPPLY CORP.	298298,299067,300025	06/10/2022	BADGER M25 5/8"x3/4" LOW L...	504-3803-44607	2,358.00
BAKER UTILITY SUPPLY CORP.	298298,299067,300025	06/10/2022	STL FULL CIRCLE 6" X 7.5" - 6.56...	504-3803-44607	1,079.40
BAKER UTILITY SUPPLY CORP.	298298,299067,300025	06/10/2022	MTR CAN CVR LID 20" - SOLID, L...	504-3803-44607	727.20
BAKER UTILITY SUPPLY CORP.	300033,300613	06/10/2022	STL FULL CIRCLE 4" x 15" - 4.45 ...	504-3803-44607	335.85
BAKER UTILITY SUPPLY CORP.	300033,300613	06/10/2022	BRASS STRAIGHT CPLG 3/4" - U...	504-3803-44607	570.00
BAKER UTILITY SUPPLY CORP.	300033,300613	06/10/2022	STL FULL CIRCLE 4" x 12.5" - 4.4...	504-3803-44607	545.75
BAKER UTILITY SUPPLY CORP.	300033,300613	06/10/2022	HDPE POLY PIPE 1" x 100' - IP, S...	504-3803-44607	116.00
BAKER UTILITY SUPPLY CORP.	300033,300613	06/10/2022	HDPE POLY PIPE 3/4" x 100' - IP...	504-3803-44607	87.50
BAKER UTILITY SUPPLY CORP.	300033,300613	06/10/2022	RUBBER SDL TEE 4" - SS STRAPS...	504-3803-44607	1,071.84
BAKER UTILITY SUPPLY CORP.	300033,300613	06/10/2022	WRAP CLAMP 1.05 x 3" (3/4" ST...	504-3803-44607	1,700.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BAKER UTILITY SUPPLY CORP.	300033,300613	06/10/2022	NS SETTER 5/8"x3/4" x 9" - BALL...	504-3803-44607	1,778.00
BAKER UTILITY SUPPLY CORP.	300033,300613	06/10/2022	CT ADAPTER 4" x 4" - CI & PVC	504-3803-44607	132.00
BAKER UTILITY SUPPLY CORP.	300033,300613	06/10/2022	STL FULL CIRCLE 4" x 7.5" - 4.45...	504-3803-44607	722.00
B & H OIL CO.	53369,53388,53394,53348	06/10/2022	DIESEL FOR TRANSFER TANK A...	504-3803-43316	215.70
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	206.40
PURE OPERATIONS, LLC	NI225150	06/10/2022	ANNUAL WATER METER TESTI...	504-3803-47420	81.23
XEROX CORP.	016359249	06/17/2022	BASE COURSE CHARGE METERE...	504-3803-43465	175.13
CITY UTILITIES	061622	06/17/2022	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	632.02
BAKER UTILITY SUPPLY CORP.	300776	06/17/2022	AFC RW GATE VLV 4" MJ X MJ 2'..	504-3803-44607	1,366.20
TESTON'S FREEWAY CHEVRON	4249	06/17/2022	DIESEL FUEL	504-3803-43316	1,644.70
TESTON'S FREEWAY CHEVRON	4249	06/17/2022	UNLEADED FUEL	504-3803-43316	835.84
NEW MEXICO GAS COMPANY, I...	61422	06/17/2022	GAS BILLS/WATER	504-3803-43780	45.65
INTEGRATED TECHNOLOGIES G...	7418	06/17/2022	IT SERVICES JANUARY 1 THROU...	504-3803-48598	984.85
DPC INDUSTRIES, INC.	DE74000326-22	06/17/2022	DEMURRAGE	504-3803-43465	60.00
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	504-3803-41226	205.98
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	504-3803-43775	69.43
Fund 504 - Water Total:					41,877.82

Fund: 505 - Solid Waste

XEROX CORP.	016240642/016261912	06/03/2022	METER USAGE & BASE CHARGE...	505-3904-43465	165.01
TDS	06012022	06/03/2022	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
ST. CLOUD MINING COMPANY	22-05-589	06/03/2022	SEVERANCE AND RESOURCE TA...	505-3904-44607	1.27
ST. CLOUD MINING COMPANY	22-05-589	06/03/2022	PACKAGING OPTION- SOLB BAGS	505-3904-44607	78.00
ST. CLOUD MINING COMPANY	22-05-589	06/03/2022	BULK ZEOLITE- FLOOR DRY- 1 T...	505-3904-44607	145.00
SIERRA AUTO/CARQUEST	299990	06/03/2022	D2 GOVERNOR	505-3904-47420	14.27
INTERNAL SERVICE FUND	363434	06/03/2022	MAINT. & SERVICE FOR DEPT V...	505-3904-47420	355.32
SILVERSKY, INC.	457048-SI	06/03/2022	EMAIL SERVICE OPEN PO FY21/...	505-3904-43815	198.16
CITY UTILITIES	6/1/22	06/03/2022	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	586.80
INTEGRATED TECHNOLOGIES G...	7394	06/03/2022	IT SERVICES JANUARY 1 THROU...	505-3904-48598	984.85
PETE'S EQUIPMENT, INC.	0032417	06/10/2022	VERT LIFT ROCKER ARM ASL	505-3904-47420	385.01
PETE'S EQUIPMENT, INC.	0032417	06/10/2022	HHCS BOLT 1-1/4 X 3.5 GR5 ZN	505-3904-47420	6.39
PETE'S EQUIPMENT, INC.	0032417	06/10/2022	FLAT WASHER, .05M 1.062 OD ...	505-3904-47420	0.39
PETE'S EQUIPMENT, INC.	0032417	06/10/2022	HHCS BOLT 5-13X6 GR5	505-3904-47420	5.78
4 RIVERS EQUIPMENT	1287940	06/10/2022	2022 JOHN DEERE MODEL 410L...	505-3904-80845	137,466.00
RUSTY'S WEIGH SCALES & SERV...	220603-1033	06/10/2022	QUARTERLY SCALE CALIBRATION	505-3904-47420	647.62
WEX BANK	81302874	06/10/2022	WEX DIESEL & GASOLINE OPEN ...	505-3904-43316	7,005.74
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	399.72
PETE'S EQUIPMENT, INC.	0032423	06/17/2022	GRIPPER ARM HYDRAULIC CYLI...	505-3904-47420	1,076.92
XEROX CORP.	016359245/016466834	06/17/2022	METER USAGE & BASE CHARGE...	505-3904-43465	149.92
PARKHILL SMITH & COOPER	01865722.00.2/01868422.00-1	06/17/2022	ENVIRONMENTAL LANDFILL M...	505-3904-48599	8,361.93
REED'S TIRE CENTER	11340	06/17/2022	TIRES 11R22.5 16 PLY	505-3904-47420	734.00
NEW MEXICO GAS COMPANY, I...	61422	06/17/2022	GAS BILLS/RECYCLE CENTER	505-3904-43780	25.04
CITY UTILITIES	61422	06/17/2022	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	22,552.38
INTEGRATED TECHNOLOGIES G...	7418	06/17/2022	IT SERVICES JANUARY 1 THROU...	505-3904-48598	984.85
CITY OF LAS CRUCES	87666	06/17/2022	SCSWA OPEN PO FY2021-2022	505-3904-45601	43,391.42
4 RIVERS EQUIPMENT	1298533	06/24/2022	NUT	505-3904-47420	5.94
4 RIVERS EQUIPMENT	1298533	06/24/2022	ISOLATOR	505-3904-47420	202.28
4 RIVERS EQUIPMENT	1298533	06/24/2022	WINDOWPANE	505-3904-47420	183.27
4 RIVERS EQUIPMENT	1298533	06/24/2022	WASHER	505-3904-47420	17.70
4 RIVERS EQUIPMENT	1298533	06/24/2022	STREET STABILIZER PADS	505-3904-47420	122.72
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022..	505-3904-41226	385.22
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	505-3904-43775	164.42
BORDER INTERNATIONAL TRUC...	X400078737.01	06/24/2022	BSFB OVERHAUL KITS	505-3904-47420	697.44
BORDER INTERNATIONAL TRUC...	X400078737.01	06/24/2022	BRAKE SHOE KIT	505-3904-47420	519.56
BORDER INTERNATIONAL TRUC...	X400079196.01	06/24/2022	KIT, TURBOCHARGER ACTUATO...	505-3904-47420	-312.50
BORDER INTERNATIONAL TRUC...	X400079196.01	06/24/2022	KIT TURBOCHARGER ACTUATOR..	505-3904-47420	312.50
BORDER INTERNATIONAL TRUC...	X400079196.01	06/24/2022	KIT, JCP TURBOCHARGER	505-3904-47420	3,774.17
BORDER INTERNATIONAL TRUC...	X400079196.01	06/24/2022	KIT, TURBOCHARGER ACTUATOR	505-3904-47420	1,341.51
BORDER INTERNATIONAL TRUC...	X400079196.01	06/24/2022	KIT.ICP TURBOCHARGER CORE	505-3904-47420	781.25
BORDER INTERNATIONAL TRUC...	X400079196.01	06/24/2022	KIT.ICP TURBOCHARGER (CORE)	505-3904-47420	-781.25
4 RIVERS EQUIPMENT	1305683	06/28/2022	STREET PADS FOR STABILIZER A...	505-3904-47420	122.72

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	300702	06/28/2022	CLEVIS 8120	505-3904-47420	5.51
SIERRA AUTO/CARQUEST	300706	06/28/2022	BRAKE POD SELEDTYP 3030 SP...	505-3904-47420	56.04
SIERRA AUTO/CARQUEST	300943	06/28/2022	OIL FILTER	505-3904-47420	32.21
SIERRA AUTO/CARQUEST	300943	06/28/2022	AIR DRYER FILTER	505-3904-47420	47.90
SIERRA AUTO/CARQUEST	300943	06/28/2022	AIR FILTER	505-3904-47420	82.61
SIERRA AUTO/CARQUEST	300944	06/28/2022	HYDRAULIC HOSE-BULK	505-3904-47420	270.60
SIERRA AUTO/CARQUEST	300944	06/28/2022	HOSE 16G-16FIX	505-3904-47420	81.76
SIERRA AUTO/CARQUEST	300944	06/28/2022	HOSE CRIMPS	505-3904-47420	14.00
WAGNER EQUIPMENT CO.	S12W0843759	06/28/2022	PARTS/LABOR/REPAIRS	505-3904-47420	18,606.86
Fund 505 - Solid Waste Total:					253,056.23

Fund: 506 - WWTP

TDS	06012022	06/03/2022	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
HALL ENVIRONMENTAL ANALYS...	2205212,2205551	06/03/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	140.00
HALL ENVIRONMENTAL ANALYS...	2205212,2205551	06/03/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	11.02
HALL ENVIRONMENTAL ANALYS...	224966,882,C47	06/03/2022	SM5210B BOD (M5210B)	506-4005-48598	232.00
HALL ENVIRONMENTAL ANALYS...	224966,882,C47	06/03/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	180.00
HALL ENVIRONMENTAL ANALYS...	224966,882,C47	06/03/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	74.97
HALL ENVIRONMENTAL ANALYS...	224966,882,C47	06/03/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	140.00
HALL ENVIRONMENTAL ANALYS...	224966,882,C47	06/03/2022	EPA METHOD 625 SVOCs HAXA...	506-4005-48598	400.00
INTERNAL SERVICE FUND	363434	06/03/2022	MAINT. & SERVICE FOR DEPT V...	506-4005-47420	32.50
SILVERSKY, INC.	457048-SI	06/03/2022	EMAIL SERVICE OPEN PO FY21/...	506-4005-43815	198.16
CITY UTILITIES	6/1/22	06/03/2022	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	8,469.53
PATRICK LOVEALL	653717	06/03/2022	REIMBURSEMENT TRAVEL- ESP...	506-4005-42720	184.64
INTEGRATED TECHNOLOGIES G...	7394	06/03/2022	IT SERVICES JANUARY 1 THROU...	506-4005-48598	984.85
USA BLUEBOOK	973765	06/03/2022	ANSI CLASS 2 MESH VEST LARG...	506-4005-44615	146.25
COVE ENVIRONMENTAL, LLC	111-2-22	06/10/2022	QUARTERLY WET TEST	506-4005-48598	1,800.00
SUN VALLEY, INC.	163585,163645,163832	06/10/2022	OPEN PO FOR UNSTOCKED FIEL...	506-4005-44607	202.62
HALL ENVIRONMENTAL ANALYS...	2205598,2205911	06/10/2022	EPA METHOD 624 VOCs ACRYL...	506-4005-48598	180.00
HALL ENVIRONMENTAL ANALYS...	2205598,2205911	06/10/2022	EPA METHOD 625 SVOCs HAXA...	506-4005-48598	400.00
HALL ENVIRONMENTAL ANALYS...	2205598,2205911	06/10/2022	SM5210B BOD (M5210B)	506-4005-48598	232.00
HALL ENVIRONMENTAL ANALYS...	2205598,2205911	06/10/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	69.46
HALL ENVIRONMENTAL ANALYS...	2205598,2205911	06/10/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2205C28,2205851	06/10/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	140.00
HALL ENVIRONMENTAL ANALYS...	2205C28,2205851	06/10/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	11.02
JAMES, COOKE & HOBSON, INC.	232696	06/10/2022	REPAIR OF FLYGT PUMP MODEL...	506-4005-47420	4,056.60
JAMES, COOKE & HOBSON, INC.	232697	06/10/2022	REPAIR OF FLYGT PUMP MODEL...	506-4005-47420	4,056.60
B & H OIL CO.	53369,53388,53394,53348	06/10/2022	DIESEL FOR TRANSFER TANK HE...	506-4005-43316	569.33
WEX BANK	61931792	06/10/2022	WEX CARD USAGE FOR ESPANO...	506-4005-43316	45.26
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	280.46
USA BLUEBOOK	986087	06/10/2022	GREEN CLEAN PRO PEROXIDE	506-4005-44605	817.06
USA BLUEBOOK	995232/995403	06/10/2022	CLEANING BRUSH SLUDGE JUD...	506-4005-44607	41.95
USA BLUEBOOK	995232/995403	06/10/2022	ELECTRODE STORAGE SOLUTIO...	506-4005-44607	57.60
USA BLUEBOOK	995232/995403	06/10/2022	ALGAE BRUSH SS BRISTLE 5"	506-4005-44607	89.75
USA BLUEBOOK	995232/995403	06/10/2022	HACH SURCHARGE	506-4005-44607	14.08
USA BLUEBOOK	995232/995403	06/10/2022	SHIPPING	506-4005-44607	14.00
USA BLUEBOOK	995232/995403	06/10/2022	HACH FREE CHLORINE SWIFTEST	506-4005-44607	117.30
USA BLUEBOOK	995232/995403	06/10/2022	ALUMINUM POLE 6-12' W POOL...	506-4005-44607	113.90
VILLAGE OF WILLIAMSBURG	05312022	06/17/2022	SEWER RECEIPTS FY 21/22 OPEN...	506-4005-48798	3,651.23
CITY UTILITIES	061622	06/17/2022	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	784.23
TESTON'S FREEWAY CHEVRON	4250	06/17/2022	DIESEL FUEL	506-4005-43316	215.78
TESTON'S FREEWAY CHEVRON	4250	06/17/2022	UNLEADED FUEL	506-4005-43316	909.22
JAMISON WHITLEY	6.6.2022	06/17/2022	REINBURSEMENT FOR JAMISON...	506-4005-44615	48.00
CITY UTILITIES	61422	06/17/2022	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	32.22
NEW MEXICO GAS COMPANY, I...	61422	06/17/2022	GAS BILLS/VACUUM STATION	506-4005-43780	26.91
INTEGRATED TECHNOLOGIES G...	7418	06/17/2022	IT SERVICES JANUARY 1 THROU...	506-4005-48598	984.85
STEVE BELL CONSTRUCTION	C18201	06/17/2022	EXCAVATION SERVICES FOR S...	506-4005-47415	1,717.01
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022...	506-4005-41226	280.46
HALL ENVIRONMENTAL ANALYS...	2206141,2206477	06/24/2022	EPA METHOD 624 VOCs ACRYL...	506-4005-48598	90.00
HALL ENVIRONMENTAL ANALYS...	2206141,2206477	06/24/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2206141,2206477	06/24/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	24.49

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HALL ENVIRONMENTAL ANALYS...	2206141,2206477	06/24/2022	SM5210B BOD (M5210B)	506-4005-48598	116.00
COOPERATIVE EDUCATIONAL S...	24-125318	06/24/2022	ENGINEERING SERVICES SEWER...	506-4005-48598	7,995.36
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	506-4005-43775	363.89
SUN VALLEY, INC.	164047,164048,164104,164227...	06/28/2022	OPEN PO FOR UNSTOCKED FIEL...	506-4005-44607	373.36
SIERRA AUTO/CARQUEST	300703	06/28/2022	22" XTRACLEAR WINDSHIELD W...	506-4005-47420	18.18
SIERRA AUTO/CARQUEST	301339	06/28/2022	BATTERIES FOR THE PLANT FOR...	506-4005-47420	493.90
Fund 506 - WWTP Total:					43,403.00
Fund: 508 - Golf Course					
XEROX CORP.	016240645	06/03/2022	BASE CHARGES METER USAGE F...	508-4303-43465	167.21
TDS	06012022	06/03/2022	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
AUSTIN TURF & TRACTOR, INC.	143925	06/03/2022	IDLER PULLEY	508-4303-44607	59.96
SIERRA AUTO/CARQUEST	300206	06/03/2022	OPEN P.O FOR MAY 2022	508-4303-44607	105.60
SUN VALLEY, INC.	163531	06/10/2022	OPEN P.O FOR MAY 2022	508-4303-44607	197.31
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	111.45
XEROX CORP.	016466837	06/17/2022	BASE CHARGES METER USAGE F...	508-4303-43465	167.21
CITY UTILITIES	061622	06/17/2022	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	1,380.69
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022...	508-4303-41226	95.26
YAMAHA MOTOR FINANCE COR...	775742	06/24/2022	OPEN PO FOR FY 21/22 YAMAH...	508-4303-43465	903.51
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	508-4303-43775	80.06
Fund 508 - Golf Course Total:					3,868.26
Fund: 509 - Muni Airport					
XEROX CORP.	016240646	06/03/2022	XEROX PRINTER OPEN PO FY 21...	509-4403-43465	42.12
SIERRA ELECTRIC CO-OP, INC.	...2154	06/10/2022	OPEN PO FY21/22 SIERRA ELEC...	509-4403-43780	986.91
4 RIVERS EQUIPMENT	1247409	06/10/2022	AIR CLEANER COVER	509-4403-47420	134.40
NM RETIREE HEALTH CARE	814986	06/10/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	32.41
XEROX CORP.	016466838	06/17/2022	XEROX PRINTER OPEN PO FY 21...	509-4403-43465	41.69
NM RETIREE HEALTH CARE	201554	06/24/2022	RETIREE HEALTHCARE- PPE 2022...	509-4403-41226	32.41
PINNACLE PROPANE	54571094	06/24/2022	OPEN PO FY 21/22 FOR AIRPOR...	509-4403-43780	184.53
WINDSTREAM CORPORATION	62022	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	352.44
VERIZON WIRELESS	9908879860	06/24/2022	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	106.97
REED'S TIRE CENTER	11290	06/28/2022	P235/75R17 NEXEN ROADIAN AT	509-4403-47420	340.00
TECH 45 ENTERPRISES	22-09889/22-09900	06/28/2022	CONTRACTED MANAGEMENT ...	509-4403-48598	7,595.00
SIERRA AUTO/CARQUEST	301235	06/28/2022	JCASE 32V CARD 20A FUSE	509-4403-47420	3.63
Fund 509 - Muni Airport Total:					9,852.51
Fund: 600 - Internal Serv					
XEROX CORP.	016240647	06/03/2022	XEROX RENTAL / OPEN PO 21/22	600-7003-43465	104.77
SIERRA AUTO/CARQUEST	299792	06/03/2022	AIR BRAKE TUBING	600-7003-44607	12.30
SIERRA AUTO/CARQUEST	299792	06/03/2022	PLUG TAP	600-7003-44607	7.44
SIERRA AUTO/CARQUEST	300332	06/03/2022	WHEEL STUDS	600-7003-44607	58.75
WEX BANK	.80643049	06/10/2022	GAS & OIL FY 2021-2022 (OPEN)	600-7003-43316	358.77
XEROX CORP.	016466839	06/17/2022	XEROX RENTAL / OPEN PO 21/22	600-7003-43465	104.77
SIERRA AUTO/CARQUEST	300946	06/28/2022	OIL DRAIN PLUG	600-7003-47420	5.01
SIERRA AUTO/CARQUEST	300946	06/28/2022	OIL FILTER	600-7003-47420	38.26
Fund 600 - Internal Serv Total:					690.07
Grand Total:					1,182,237.64

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	188,511.79
201 - Corrections	2,393.00
209 - Fire	48,040.64
211 - Law Enforce Prot	3,109.10
214 - Lodgers Tax	28,053.23
216 - Muni Street	14,865.28
294 - State Library	2,902.70
295 - Muni Pool	9,175.90
296 - PD GRT	9,461.93
303 - Vet Wall	164.14
304 - Senior Grants	35,000.00
315 - CI Reserve	31,057.64
403 - Pledge State	44,676.13
501 - Cemetary	1,166.97
502 - Util Office - Pool	16,462.72
503 - Electric	394,448.58
504 - Water	41,877.82
505 - Solid Waste	253,056.23
506 - WWTP	43,403.00
508 - Golf Course	3,868.26
509 - Muni Airport	9,852.51
600 - Internal Serv	690.07
Grand Total:	1,182,237.64

Account Summary

Account Number	Account Name	Payment Amount
101-1000-42720	EMPLOYEE TRAINING-GO...	1,000.00
101-1000-43597	ATTORNEY FEES-GOVERN...	8,741.94
101-1000-60725	GRANTS TO SUB-RECIPIE...	17,750.00
101-1001-41226	RETIREE INSURANCE	194.40
101-1001-43465	RENT OF EQUIPMENT	778.68
101-1001-43740	PRINTING/PUBLISHING	336.94
101-1001-43775	TELEPHONE	275.25
101-1002-41226	RETIREE INSURANCE	151.91
101-1002-43770	SUBSCRIPTION & DUES	39.00
101-1002-43775	TELEPHONE	183.43
101-1002-43815	SOFTWARE LIC/SOFTWAR...	6,732.71
101-1002-44606	OFFICE SUPPLIES	514.41
101-1002-48598	PROFESSIONAL SERVICES	274.92
101-1003-41226	RETIREE INSURANCE	443.32
101-1003-43465	RENT OF EQUIPMENT	597.05
101-1003-43770	SUBSCRIPTION & DUES	2,187.00
101-1003-43775	TELEPHONE	346.61
101-1004-41226	RETIREE INSURANCE	393.94
101-1004-42720	EMPLOYEE TRAINING-AD...	325.50
101-1004-43465	RENT OF EQUIPMENT	1,441.09
101-1004-43740	PRINTING/PUBLISHING	2,501.27
101-1004-43775	TELEPHONE	246.70
101-1004-48599	OTHER CONTRACTUAL SE...	555.80
101-1006-41226	RETIREE INSURANCE	213.60
101-1006-43775	TELEPHONE	109.48
101-1006-48598	PROFESSIONAL SERVICES	996.25
101-1006-48599	OTHER CONTRACTUAL SE...	906.20
101-1007-41226	RETIREE INSURANCE	1,911.56
101-1007-43316	GAS & OIL	6,646.40
101-1007-43465	RENT OF EQUIPMENT	652.69
101-1007-43775	TELEPHONE	1,391.54

Account Summary

Account Number	Account Name	Payment Amount
101-1007-43815	SOFTWARE	113.00
101-1007-47420	MAINTENANCE VEHICLE/...	78.81
101-1008-41226	RETIREE INSURANCE	141.60
101-1008-43316	GAS & OIL	713.68
101-1008-43775	TELEPHONE	299.56
101-1008-47420	MAINTENANCE VEH/EQUI...	20.00
101-1009-41226	RETIREE INSURANCE	161.40
101-1009-43316	GAS & OIL	480.28
101-1009-43465	RENT OF EQUIPMENT	2,052.16
101-1009-43775	TELEPHONE	144.60
101-1009-44607	FIELD SUPPLIES-MUNI RE...	3,985.36
101-1009-44613	NON-CAPITAL ITEMS	1,745.15
101-1009-47415	MAINTENANCE--REPAIRS ...	900.00
101-1009-47420	MAINTENANCE VEHICLE/...	803.75
101-1010-41226	RETIREE INSURANCE	129.60
101-1010-43775	TELEPHONE	92.72
101-1010-48555	CLEAN UP & DEMOLITION...	616.03
101-1010-48598	PROFESSIONAL SERVICES	14,948.15
101-1011-41226	RETIREE INSURANCE	520.88
101-1011-43775	TELEPHONE	69.43
101-1012-41226	RETIREE INSURANCE	139.20
101-1012-43775	TELEPHONE	84.87
101-1012-44607	FIELD SUPPLIES-FLEET MA...	1,291.03
101-1012-44615	SAFETY EQUIPMENT	158.70
101-1012-48599	OTHER CONTRACTUAL SE...	194.96
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	GAS & OIL	159.56
101-1014-41226	RETIREE INSURANCE	393.60
101-1014-43316	GAS & OIL	788.87
101-1014-43403	REGULAR BUILDING MAI...	726.11
101-1014-43775	TELEPHONE	111.26
101-1014-44607	FIELD SUPPLIES-FACILITY ...	137.99
101-1014-47410	MAINTENANCE CONTRAC...	53.94
101-1016-41226	RETIREE INSURANCE	330.69
101-1016-44830	CITY BOOK PURCHASING-L...	56.00
101-1017-48599	OTHER CONTRACTUAL SE...	55,990.32
101-1018-43780	UTILITIES	17,054.96
101-1018-43815	SOFTWARE LIC/SOFTWAR...	198.16
101-1018-48598	PROFESSIONAL SERVICES	22,599.31
101-1040-43465	RENT OF EQUIPMENT	481.91
101-1099-34348	RENT OF PUBLIC FACILITIES	550.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	193.00
201-1903-48710	CARE OF PRISONERS-COR...	2,200.00
209-1603-43316	GAS & OIL	779.27
209-1603-43465	RENT OF EQUIPMENT	515.29
209-1603-43775	TELEPHONE	360.82
209-1603-43780	UTILITIES	551.65
209-1603-47415	MAINTENANCE--REPAIRS ...	22,671.08
209-1603-47420	MAINTENANCE VEHICLE/...	1,546.13
209-1603-47595	GENERAL FUND ADMIN F...	21,616.40
211-2003-44573	UNIFORM & EQUIPMENT	2,625.90
211-2003-44840	EQUIPMENT & MACHINE...	329.53
211-2003-47420	MAINTENANCE-VEHICLE/...	153.67
214-2503-47406	PROMOTIONAL/ADVERTIS...	9,607.47
214-2503-47597	9% ADVERTISING/MARKET..	824.92
214-2503-47598	PUBLIC ARTS PROJECT	2,000.00
214-2503-48591	MAIN STREET CONTRACT	11,250.00
214-2503-48599	OTHER CONTRACTUAL SE...	3,670.84

Account Summary

Account Number	Account Name	Payment Amount
214-2503-60596	STATE ADVERTISING GRA...	700.00
216-4503-43316	GAS & OIL	1,753.96
216-4503-43550	ROADWAY MAINTENANCE	12,363.26
216-4503-47420	MAINT.VEHICLE/FURN/E...	748.06
294-5003-43465	RENT OF EQUIPMENT	32.46
294-5003-43775	TELEPHONE	165.36
294-5003-44613	NON-CAPITAL ITEMS	2,201.56
294-5003-60834	STATE LIBRARY GRANT-ST...	503.32
295-4803-34355	POOL DEPOSIT/RENTAL	150.00
295-4803-41226	RETIREE INSURANCE	134.06
295-4803-42620	UNIFORMS-LIFEGUARDS	340.49
295-4803-43465	RENT OF EQUIPMENT	74.21
295-4803-43775	TELEPHONE	28.29
295-4803-43780	UTILITIES-MUNI POOL	4,953.87
295-4803-44607	FIELD SUPPLIES-MUNI PO...	190.00
295-4803-44613	NON-CAPITAL ITEMS	3,304.98
296-2403-42720	EMPLOYEE TRAINING	161.52
296-2403-44613	NON-CAPITAL ITEMS	2,423.28
296-2403-44615	SAFETY EQUIPMENT	3,141.65
296-2403-47420	MAINTENACE AND REPAIR..	3,735.48
303-4703-43775	TELEPHONE	164.14
304-4903-43999	OPERATING COSTS	35,000.00
315-8001-44613	NON CAPITAL EQUIPMEN...	2,291.33
315-8004-43403	REGULAR BUILDING MAI...	28,766.31
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-...	24,259.00
403-1203-90910	DEBT SERVICE INTEREST	4,977.16
501-1803-43780	UTILITIES	166.97
501-1803-47415	MAINTENANCE--REPAIRS ...	1,000.00
502-3601-41226	RETIREE INSURANCE	492.44
502-3601-43316	GAS & OIL	258.65
502-3601-43465	RENT OF EQUIPMENT	5,138.50
502-3601-43735	POSTAGE & MAIL SERVICE...	10,000.00
502-3601-43775	TELEPHONE	188.59
502-3601-43780	UTILITIES	314.27
502-3601-47420	MAINTENANCE-VEHICLE/...	70.27
503-3702-41226	RETIREE INSURANCE	696.34
503-3702-42620	UNIFORM/LINEN-ELECTRI...	2,090.64
503-3702-43316	GAS & OIL	2,008.72
503-3702-43465	RENT OF EQUIPMENT	297.23
503-3702-43770	SUBSCRIPTION & DUES	1,900.00
503-3702-43775	TELEPHONE	247.05
503-3702-43780	UTILITIES	6,305.82
503-3702-43815	SOFTWARE LIC/SOFTWAR...	1,343.64
503-3702-44607	FIELD SUPPLIES	17,640.11
503-3702-44615	SAFETY EQUIPMENT	3,954.45
503-3702-47420	MAINTENANCE-VEHICLE/...	8,120.74
503-3702-48598	PROFESSIONAL SERVICES	4,325.48
503-3702-50795	WHOLESALE POWER COS...	330,368.36
503-3702-80805	BUILDING & STRUCTURES	15,150.00
504-3803-41226	RETIREE INSURANCE	412.38
504-3803-42720	EMPLOYEE TRAINING-WA...	208.43
504-3803-43316	GAS & OIL	2,696.24
504-3803-43465	RENT OF EQUIPMENT	417.20
504-3803-43740	PRINTING/PUBLISHING	691.69
504-3803-43775	TELEPHONE	69.43

Account Summary

Account Number	Account Name	Payment Amount
504-3803-43780	UTILITIES	12,163.49
504-3803-43797	WATER CONSERVATION-...	1,552.44
504-3803-43815	SOFTWARE LIC/SOFTWAR...	198.16
504-3803-44607	FIELD SUPPLIES-WATER D...	19,765.44
504-3803-44615	SAFETY EQUIPMENT	133.50
504-3803-47420	MAINTENANCE-VEHICLE/...	1,599.72
504-3803-48598	PROFESSIONAL SERVICES	1,969.70
505-3904-41226	RETIREE INSURANCE	784.94
505-3904-43316	GAS & OIL	7,005.74
505-3904-43465	RENT OF EQUIPMENT	314.93
505-3904-43775	TELEPHONE	164.42
505-3904-43780	UTILITIES	1,211.84
505-3904-43815	SOFTWARE LIC/SOFTWAR...	198.16
505-3904-44607	FIELD SUPPLIES-SOLID WA...	224.27
505-3904-45601	WASTE DISPOSAL	65,943.80
505-3904-47420	MAINTENANCE-VEHICLE/...	29,410.50
505-3904-48598	PROFESSIONAL SERVICES	1,969.70
505-3904-48599	OTHER CONTRACTUAL SE...	8,361.93
505-3904-80845	OTHER CAPITAL PURCHAS...	137,466.00
506-4005-41226	RETIREE INSURANCE	560.92
506-4005-42720	EMPLOYEE TRAINING-WA...	184.64
506-4005-43316	GAS & OIL	1,739.59
506-4005-43775	TELEPHONE	363.89
506-4005-43780	UTILITIES	9,912.89
506-4005-43815	SOFTWARE LIC/SOFTWAR...	198.16
506-4005-44605	CHEMICALS/LABORATORY...	817.06
506-4005-44607	FIELD SUPPLIES-WASTEWA...	1,024.56
506-4005-44615	SAFETY EQUIPMENT	194.25
506-4005-47415	MAINTENANCE--REPAIRS ...	1,717.01
506-4005-47420	MAINTENANCE-VEHICLE/...	8,657.78
506-4005-48598	PROFESSIONAL SERVICES	14,381.02
506-4005-48798	VILLAGE OF WILLIAMSBU...	3,651.23
508-4303-41226	RETIREE INSURANCE	206.71
508-4303-43465	RENT OF EQUIPMENT	1,237.93
508-4303-43775	TELEPHONE	680.06
508-4303-43780	UTILITIES	1,380.69
508-4303-44607	FIELD SUPPLIES	362.87
509-4403-41226	RETIREE INSURANCE	64.82
509-4403-43465	RENT OF EQUIPMENT	83.81
509-4403-43775	TELEPHONE	459.41
509-4403-43780	UTILITIES	1,171.44
509-4403-47420	MAINTENANCE VEH/EQUI...	478.03
509-4403-48598	PROFESSIONAL SERVICES	7,595.00
600-7003-43316	GAS & OIL	358.77
600-7003-43465	RENT OF EQUIPMENT	209.54
600-7003-44607	FIELD SUPPLIES	78.49
600-7003-47420	MAINTENANCE-VEHICLE/...	43.27
Grand Total:		1,182,237.64

Project Account Summary

Project Account Key	Payment Amount
None	1,182,237.64
Grand Total:	1,182,237.64

Accounts Payable Transfer Sheet - 21-22 FY
Post Date Ending: 6/3/22,6/10/22,6/17/22,6/24/22,6/28/22

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>					<u>GRAND TOTAL</u>	<u>Fund Numbers</u>
		6/3/2022	6/10/2022	6/17/2022	6/24/2022	6/28/2022	TRANSFERS	
101	General	\$66,762.21	\$47,610.21	\$26,031.29	\$46,119.02	\$1,989.06	\$188,511.79	101
201	Local Government Corrections	\$193.00	\$2,200.00				\$2,393.00	201
209	State Fire	\$401.10	\$23,799.48	\$1,445.11	\$778.55	\$21,616.40	\$48,040.64	209
211	Law Enforcement Protection	\$153.67	\$2,625.90		\$329.53		\$3,109.10	211
214	Lodger's Tax		\$26,257.39	\$833.40	\$962.44		\$28,053.23	214
216	Street Renovation	\$6,356.30	\$1,525.12	\$6,766.24		\$217.62	\$14,865.28	216
217	Municipal Recreation						\$0.00	217
292	Federal Seizure Share						\$0.00	292
293	Veterans Wall Perpetual						\$0.00	293
294	State Library	\$17.74	\$403.37	\$2,316.23	\$165.36		\$2,902.70	294
295	Municipal Pool	\$1,736.72	\$118.90	\$7,226.83	\$93.45		\$9,175.90	295
296	PD-GRT Fund		\$1,250.00	\$1,823.52	\$5,556.76	\$831.65	\$9,461.93	296
298	PD-Donations						\$0.00	298
302	Electrical Construction						\$0.00	302
303	Veterans Memorial				\$164.14		\$164.14	303
304	SJOA - Grants	\$35,000.00					\$35,000.00	304
305	Capital Improvement General						\$0.00	305
306	Capitial Improvement Joint Utility						\$0.00	306
307	Golf Course Improvements						\$0.00	307
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		\$31,057.64				\$31,057.64	315
320	USDA Water System Improvements						\$0.00	320
360	NMFA PROJECTS						\$0.00	360
380	Cemetery						\$0.00	380
403	Pledge State Tax	\$39,672.75	\$5,003.38				\$44,676.13	403
501	Cemetery			\$1,166.97			\$1,166.97	501
502	Utility Office	\$797.07	\$930.24	\$4,231.31	\$10,487.92	\$16.18	\$16,462.72	502
503	Electric Dept	\$20,724.28	\$250,885.30	\$105,259.72	\$15,883.28	\$1,696.00	\$394,448.58	503
504	Water Dept	\$13,212.83	\$22,645.19	\$5,744.39	\$275.41		\$41,877.82	504
505	Solid Waste	\$3,128.68	\$145,916.65	\$77,276.46	\$7,414.23	\$19,320.21	\$253,056.23	505
506	WasteWater	\$11,793.92	\$13,378.99	\$8,369.45	\$8,975.20	\$885.44	\$43,403.00	506
507	Solid Waste Landfill/Collection						\$0.00	507
508	Golf Course	\$932.77	\$308.76	\$1,547.90	\$1,078.83		\$3,868.26	508
509	Municipal Airport	\$42.12	\$1,153.72	\$41.69	\$676.35	\$7,938.63	\$9,852.51	509
600	Internal Service Fund	\$183.26	\$358.77	\$104.77		\$43.27	\$690.07	600
700	PD Bond						\$0.00	700
999	Revolving						\$0.00	999
	Grand Total-Accounts Payable	\$201,108.42	\$577,429.01	\$250,185.28	\$98,960.47	\$54,554.46	\$1,182,237.64	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: F.1

SUBJECT: Public Hearing/Discussion/Action – Request for a Variance at 507 Corona Street

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: July 21, 2022

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Applicant is requesting a Variance from the required setback standards for the district. Property is located in the R-3 District interior lot. R-3 requires 20 foot setback from property line to structure. Applicant would like to build a bathroom extension and addition to the front of the house. This would leave a 10ft. setback from property line to structure. Applicant has submitted all required documents and paid applicable fees, public notice has been sent to all addresses within 300ft.

Recommendation:

Review/Approve/Deny Variance request 507 Corona Street

Attachments:

- Property Map
- Scope of Work drawing
- Public Hearing Notice
- Municipal Code References

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

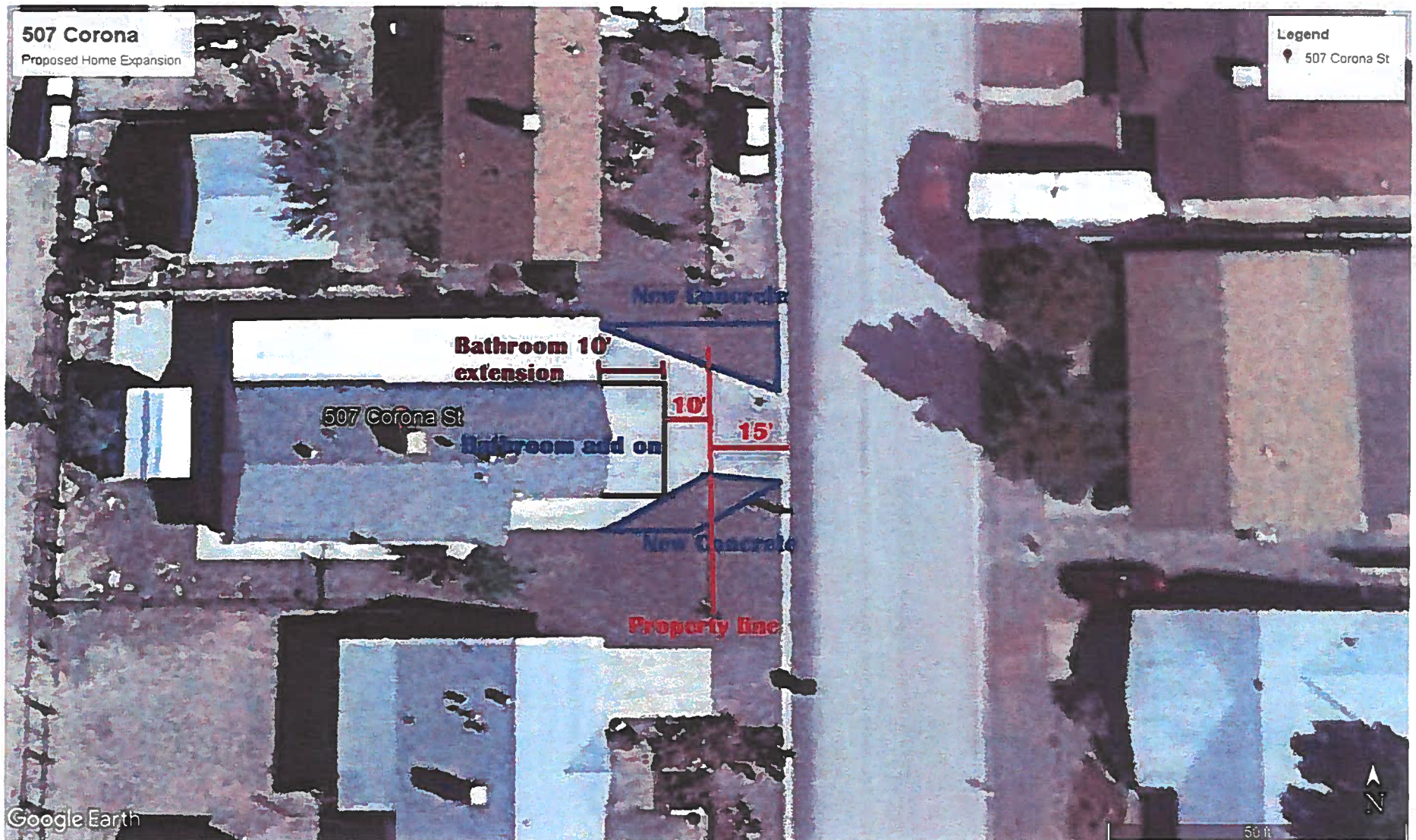
Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-27-2022





R3 - 20' set back

P+Z Application - APP fee - \$25

Radius Map - 300 feet - Address listing - \$7 per house in radius

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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

Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Bruce Swingle
City Manager

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences City Commission will hold a Public Hearing during their regular scheduled meeting on Wednesday, July 27, 2022 to receive input regarding the following:

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

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

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

The agenda may be obtained on Friday, July 22, 2022 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Friday, July 1, 2022

Sec. 11-9-4. - R-3 High Density Residential District.

- A. *PURPOSE.* The R-3 District is intended to accommodate multiple family dwelling units and accessory structures and uses. The District is intended to maintain and protect high density residential development that is characteristic of apartment, townhouses, condominiums and manufactured home subdivisions. This District also permits one and two family homes, modular homes, and manufactured homes.
- B. *DEVELOPMENT STANDARDS.* Development standards and other requirements are provided in Articles X through XIV.
- C. *R-3 PERMITTED USES:* The following uses are permitted by right in R-3 Districts:
1. Accessory Buildings.
 2. Apartments.
 3. Boarding House.
 4. Condominiums (Residential and Professional).
 5. Child Care Center, Nursery or Similar Use: Play areas shall be in accord with state licensing requirements and enclosed with a solid wall or fence five (5) feet in height.
 6. Construction Yard or Building (Temporary Use): Such yard or building shall be removed upon the completion of construction or within three (3) years from date of permit, whichever is sooner. Construction yards and buildings shall be maintained in a neat and orderly fashion and open yards shall be enclosed by a sight-obscuring fence at least six (6) feet in height. However, there shall be no fence or wall more than three (3) feet in total height above street-curb located within the clear sight-triangle of a street intersection as defined in this Code.
 7. Dwellings: Single or multi-family units, apartments, townhouses and condominiums.
 8. Garage or Yard Sale or Similar Use: Three (3) sales are permitted in a one (1) year period at a single address. A sale shall not exceed three (3) consecutive days.
 9. Greenhouses (Non-Commercial), Garden Sheds, and Tool Sheds: When detached from the main dwelling, such structures are subject to the provisions of Accessory Buildings.
 10. Home for Handicapped, Disabled, Retarded or Retired: Subject to state requirements of the New Mexico Statutes, Section 3-21-1, Paragraph C, as amended. A minimum of two (2) parking spaces must be provided, in addition to one space for each five (5) persons.
 11. Home Occupation.
 12. Manufactured Home Subdivision.
 13. Manufactured Home Park.
 14. Manufactured Homes.
 15. Kennel (Private, Residential).
 16. Private Club or Lodge: Permitted when used in conjunction with non-profit organizations such as Lions Club, Elks Lodge, and the like. Building(s) shall not be located within one hundred (100) feet of an R-1 or R-2 District. Private clubhouses and game rooms are also permitted when used as a part of an apartment, condominium, or townhouse complex, provided such building(s) shall not be located within fifty (50) feet of an R-1 or R-2 District.
 17. Public Park, Playground, Ball Field and Tennis Courts.
 18. Real Estate Office (Temporary): Permitted only when used in conjunction with a residential subdivision provided such use shall be discontinued upon the completion of the development or within three (3) years from date of permit, whichever is sooner.

19. **Storage (Recreational Vehicles):** Storage of personal recreational vehicles, boats, trailers, or similar uses shall be limited to a maximum of one (1) per dwelling unit in the side yard, with no limit in the rear yard, separated at least five (5) feet from any property line.
 20. **Swimming Pool (Private):** Permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be no closer than five (5) feet from any property line, and approval from all utilities is required to insure overhead safety.
 21. **Tennis Courts (Private for residential use).**
 22. **Townhouses (Maximum of eight (8) attached units).**
- D. **R-3 SPECIAL USES.** The following uses require a public hearing and approval of the City Commission after a recommendation by the Planning and Zoning Commission. Provisions for special use permits are stated in Section 11-5-6 of this Code.
1. **Athletic Clubs and Bathhouses.**
 2. **Barber and Beauty Shops.**
 3. **Bed and Breakfast Inn.**
 4. **Church.**
 5. **Community Building (Public or Private).**
 6. **Gas Regulating Station (Public or Private Utility).**
 7. **Golf Course and Country Club.**
 8. **Halfway House and Quasi-Institutional Houses.**
 9. **Offices in Historical Structures.**
 10. **Offices:** Offices which provide health services such as medical, chiropractic, or rental and certain professional offices which have a low traffic volume such as attorneys or accountants, provided such offices maintain the residential character of the neighborhood where they are located.
 11. **Residential Vehicle Park.**
 12. **School (Public, Private, or Parochial).**
 13. **Swimming Pool (Public or Commercial).**
 14. **Telephone Exchange Station.**
 15. **Television and Radio Towers, and all other Free-standing Towers (Private Use):** Towers shall have manufacturer's specifications to withstand a 75 mph wind and shall be constructed to meet New Mexico Building Code standards.

Sec. 11-14-2. - Standards For Districts.

District	Lots: Minimum Front Setback	Yards: Minimum Rear Setback	Yards: Minimum Side Setback
R-1	25'	25'	8'
R-2	25'	20'	6' or 0'*
R-3	20'	15'	5' or 0'*
R-4	25'	25'	5'
RR-1	25'	15'	5'
C-1	20'	15'	5' or 0'*
M-1	25'	25'	5' or 0'*
T-1	25'	25'	15'

* As permissible per Section 11-14-3 and 11-14-4.

District	Lots: Minimum Area	Lots: Minimum Width	Dwelling: Minimum Area	Maximum Height
R-1	9,000 s. f.	60'	1,200 s. f.	26'
R-2: Single-Family	5,000 s. f.	60'	900 s. f.	26'
R-2: Two-Family	4,000 s. f./unit	60'	650 s. f./unit	35'
R-2: Multiple-Family	3,500 s. f./unit	60'	600 s. f./unit	35'
R-2: Apartments	3,500 s. f./unit	60'	500 s. f./unit	35'

R-2: MH*	5,000 s. f.	60'	900 s. f.	26'
R-3: Single-Family	4,500 s. f.	45'	700 s. f.	35'
R-3: Two-Family	3,000 s. f./unit	45'	500 s. f./unit	35'
R-3: Multiple-Family	3,000 s. f./unit	45'	450 s. f./unit	35'
R-3: Apartments	2,000 s. f./unit	45'	400 s. f./unit	35'
R-3: NM*	4,500	45'	550 s. f.	26'
R-4	1 acre	75'	1,200 s. f.	26'
RR-1	5,000 s. f.	50'	800 s. f.	26'
C-1	5,000 s. f.	60'	" "	35'
C-1: MH*	4,000 s. f.	45'	550 s. f.	26'
M-1	" "	60'	" "	35'
T-1	21,780 s. f.	100'	800 s. f.	35'
T-1: MH*	21,780 s. f.	60'	550 s. f.	26'

* Not located within MHP

Sec. 11-14-3. - Residential and Transition Districts: Additional Provisions and Exceptions.

The following provisions shall apply to all development in a residential or transition District:

A. SETBACK EXCEPTIONS:

1. A minimum side yard setback of zero (0) feet in a residential District only, providing all the following requirements are met:
 - a. The setbacks are authorized by the City Commission as part of an approved development.
 - b. There shall be no less than ten (10) feet, including roof overhang, between structures, except approved condominium and townhouse developments with common wall construction.
 - c. All zero (0) lot lines shall be on the same side of all lots in a development.

2. The minimum setback distance shall be maintained for both front yards of a corner lot. A lesser setback for one front yard of a triple frontage lot shall be considered upon application for variance to the Planning and Zoning Commission.
 3. New dwellings may be erected as close to a front property line as the average distance established by existing dwellings on that side of the block, provided the lots on the same side of the block are fifty (50) percent developed.
 4. An addition to a main dwelling shall be permitted as an extension of existing building lines, which have non-conforming setbacks. Setbacks for such addition shall be the same as the main dwelling.
 5. There shall be a minimum setback of one (1) foot for each foot in height of any building, other than a single or two family dwelling, abutting on R-1 or R-2 District.
- B. *FRONT-YARD PARKING.* Parking areas shall not cover over one-third ($1/3$) of any open area between the front of a dwelling and the front property line; except in cases of a cul-de-sac, two-thirds ($2/3$) of a front yard can be used; and on existing lots less than fifty (50) feet, a twenty (20) feet parking area is permitted. Townhouses and apartment lots may use three fourths ($3/4$) of the front yard for parking.
- C. *MINIMUM DISTANCE BETWEEN STRUCTURES.* There shall be no less than ten (10) feet between buildings or structures located on the same lot, tract, or parcel.
- D. *EASEMENT ENCROACHMENTS.* There shall be no permanent structures located on easements without written approval of the City Commission.

Sec. 11-14-4. - Commercial and Manufacturing Districts: Additional Provisions and Exceptions.

The following provisions shall apply to all development in a commercial or manufacturing Districts:

- A. *SETBACK EXCEPTION.*
1. A zero (0) foot side yard shall be permitted only when:
 - a. A building on the abutting side is at least five (5) feet from the property line; or
 - b. Both buildings share a common wall on the side property line; or
 - c. When the abutting property is undeveloped. Otherwise, a five (5) foot setback is required.
 2. There shall be a minimum setback of one (1) foot for each foot in height of any building abutting a residential District. There shall be at least a minimum distance of thirty (30) feet maintained between any residential dwelling and any commercial or industrial structure.
- B. *MINIMUM DISTANCE BETWEEN STRUCTURES.* There shall be no less than ten (10) feet between buildings or structures located on the Same lot, tract, or parcel.
- C. *PRIVATE STREETS.* All non-dedicated streets or private drives shall be a minimum of twenty-four (24) feet in width.

Sec. 11-5-5. - Variance.

A Variance may be authorized by the City Commission after hearing the recommendation of the Planning and Zoning Commission. The variance shall provide relief from the strict application of dimension, distance, parking or setback requirements of this Code.

A. *Provisions for variance.*

1. The subject property must be irregular, narrow, shallow, or steep or otherwise, have physical conditions where application of the requirements of this Code would result in practical difficulty or unnecessary hardship to the owner in the use of his land or building.
2. The applicant shall notify all property owners of his/her intent in a manner specified in Section 11-7-2 and shall be subject to a public hearing as specified therein.
3. Variance shall not be granted in such cases where it would adversely affect adjoining properties, impair established property values, or endanger public safety.
4. Variances shall not be granted where spot zoning would occur.

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

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

D. *Revocation.* A variance shall be automatically revoked in the event of building permit for the approved Variance has not been obtained within ninety (90) days, or construction has not begun within one hundred eighty (180) days after the building permit has been issued. The Planning and Zoning Commission may grant ninety (90) days extension if deemed appropriate.

E. *Re-application for variance.* In the event of a denial decision by the City Commission, there shall be no re-application for the same variance for a period of one (1) year after the date of the decision of the Commission.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: G.1

SUBJECT: Approval of Resolution 05 22/23 to Approve the 2022-2023 Final Budget

DEPARTMENT: Finance

DATE SUBMITTED: July 22, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

Approval of the 2022-2023 Final Budget

Recommendation:

Staff recommends approval

Attachments:

- Resolution 05 22/23 Approval of the 2022-2023 Final Budget
- City of Truth or Consequences Final Budget for 2022-2023
- -

Fiscal Impact (Finance): Yes

-

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 7-27-2022



City of Truth or Consequences, NM

RESOLUTION NO. 05 22/23

A RESOLUTION ADOPTING THE FINAL FISCAL YEAR 2022-2023 BUDGET.

WHEREAS, the City Commission of the City of Truth or Consequences, New Mexico, has developed a budget for Fiscal Year 2022-2023; and

WHEREAS, said budget was developed on the basis of need and through cooperation between Elected officials, City Manager and staff; and

WHEREAS, the official meeting for the review of the budget was duly advertised in compliance with the State Open Meetings Act; and

WHEREAS, it is the majority opinion of this Commission that the proposed budget meets the requirements as currently determined for the Fiscal Year 2022-2023.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO:

1. The accompanying budget will be the approved Final Budget for the Fiscal Year 2022-2023 for the City of Truth or Consequences and respectfully requests approval by the Local Government Division of the New Mexico Department of Finance and Administration,.

PASSED, ADOPTED AND APPROVED this 27th day of July, 2022.

Amanda Forrister, Mayor

ATTEST:

Angela Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: G.2

SUBJECT: Resolution No. 06 22/23 Final 2021-22 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: July 22, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

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

Recommendation:

Approval Resolution No. 06 22/23 Final Budget Adjustment Requests for Fiscal Year End June 30, 2022

Attachments:

Resolution -06 22/23

- Schedule of Budget Adjustments

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC agendas 7-27-2022



RESOLUTION NO. 06 22/23

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

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

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

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

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

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

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

PASSED, ADOPTED and APPROVED this 27th day of July, 2022.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: G.3

SUBJECT: Approval of Resolution 07 22/23 Approval of 2021-22 4th Quarter Financial Reports

DEPARTMENT: Finance

DATE SUBMITTED: July 22, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

Approval of the final 2021-22 4th Quarter Financial Reports

Recommendation:

Staff recommends approval

Attachments:

- Resolution 07 22/23
- 2021-22 4th Quarter Cash Report, Revenue Report, Expenditure Report, and Transfer Report

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): Choose an item.

-

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 7-27-2022



City of Truth or Consequences, NM

RESOLUTION NO. 07 22/23

**A RESOLUTION ADOPTING THE FOURTH QUARTER FINANCIAL REPORT
ENDING JUNE 30, 2022**

WHEREAS, the City Commission of the City of Truth or Consequences, New Mexico, has developed a budget for Fiscal Year 2021-2022; and

WHEREAS, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the FY 2021-2022 budget; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for the fiscal year 2021-2022

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO hereby approves the final quarterly report for the fiscal year 2021-2022 hereninafter described as Attachment “A” and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED AND APPROVED this 27th day of July, 2022.

Amanda Forrister, Mayor

ATTEST:

Angela Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: H.1

SUBJECT: Request to phase fees at the Louis Armijo Sports Complex for youth sports.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 20, 2022
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Scott Stratton and Christy LaFont, Sierra County Youth Soccer Association

Summary/Background:

The Sierra County Youth Soccer Association is requesting that the Commission phase in their fees for the use of the Louis Armijo Sports Complex for youth sports in a stepped structure instead of all at once. They feel that it is a huge increase all at once for a non-profit organization.

Recommendation:

-

Attachments:

N/A

-

Fiscal Impact (Finance): TBD

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-27-2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: H.2

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

DEPARTMENT: Fire Department

DATE SUBMITTED: July 20, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Paul Tooley, Fire Chief

Summary/Background:

Per the municipal code (Sec. 5-73), the fire chief may appoint a deputy of the Fire Department. The deputy will have the authority to do fire inspections on behalf of the Fire Chief.

Recommendation:

Approve

Attachments:

- None
- -

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 7-27-2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: H.3

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

DEPARTMENT: City Manager

DATE SUBMITTED: July 18, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background:

Discussion regarding the existing city ordinance requires water rates to increase based on each fiscal year's CPI. FY 22 CPI is 9.1%.

Recommendation:

-

Attachments:

- Ordinance No. 712
- -

Fiscal Impact (Finance): Unknown

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 7-27-2022

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:	\$15.50 per month (includes first 2,000 gallons)
Usage charge:	
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.

- (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 26th day of February, 2020.


SANDRA WHITEHEAD - Mayor




ANGELA TORRES - Interim City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: H.4

SUBJECT: Approval of the City of Truth or Consequences Classification and Pay Plan Policy
DEPARTMENT: City Manager's Office
DATE SUBMITTED: July 15, 2022
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background:

The City recently adopted a pay plan after a salary study was completed. The purpose of this policy is to set forth fair and consistent procedures and practices for all positions and employees in the City, and to ensure employee salaries are competitive for the region and respective classification.

Recommendation:

Approve

Attachments:

- City of Truth or Consequences Classification and Pay Plan Policy
- [Click here to enter text.](#)

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

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

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

File Name: CC Agendas 7-27-2022



Policy Number 22-001		
City of Truth or Consequences Classification and Pay Plan		
Date Approved July 27, 2022	Approved by: Governing Body	Supersedes policy or Resolution #

I. PURPOSE AND VALUES

- A. The purpose of this Policy is to set forth fair and consistent procedures and practices for all positions and employees in the city, and to ensure employee salaries are competitive for the region and respective classification, as adopted by the Governing Body. The city values its employees and believes they should be paid market value for their service and efforts to improve and maintain the quality of life in this community. With the adoption of this policy, department(s) will no longer submit individual or department-wide pay increase requests in conflict with this policy.
- B. This Policy is based on the following values:
1. **Competition:** The city will provide total compensation opportunities through direct pay and indirect pay (e.g., benefits, career opportunities, etc.) that are a blend of incentives offered by market benchmarks organizations.
 2. **Pay Grades:** Each job classification will be assigned a pay grade defined by minimum, mid and maximum dollar values. Current pay grades range from 1-25 and P1-P5 for sworn law enforcement personnel. Pay grades may expand or contract as approved by the Governing Body. The pay grade defines pay opportunities for each position with Step increases as approved. Pay structure(s) will be reviewed periodically and revised to reflect the city's changing competitive position, economic conditions, and compensation objectives. This review is detailed in the Section III "Maintenance of Pay System and Structures" and is subject to budgetary limitations.

3. **Job Descriptions**: Each position will have a written job description. Job descriptions should be reviewed by Human Resources and the respective department director on an as needed basis, but no less than biannually. It is anticipated that a two-year review cycle will be conducted with one-half of the job descriptions being reviewed each year. The positions under review will also be the benchmark positions reviewed in any market analysis update.
4. **Administration**: Under direction of the Finance Department, Human Resources will manage and administer the pay plan schedule. Human Resources' responsibilities include the following:
 - a. Recommend changes in the basic philosophy and objectives of this compensation policy, which ensure compliance with all relevant laws and regulations;
 - b. Ensure job descriptions are current and accurate;
 - c. Conduct salary surveys and/or review published salary survey data to recommend salary increases and structure adjustments; and
 - d. Coordinate plan implementation and periodic review of the Salary Administration Guidelines.

II. **JOB DESCRIPTIONS**

- A. A Job Description is a written document that describe essential functions of a position, and focus on general purpose and principal duties and responsibilities of a position. Every position in the city should have a written job description. The job description is intended to describe the major functions of the position, not to provide a complete listing of all possible tasks and responsibilities. Job descriptions will:
 - serve as a means of communication between the supervisor and employee;
 - clarify the responsibilities and expectations of the position;
 - serve as the basis for position evaluation and pay grade classification;
 - provide documentation for validating salary survey matches;
 - serve as a basis for any performance appraisal and goal setting; and
 - identify qualifications for purposes of recruitment, selection and training.
- B. Human Resources' is responsible for maintaining all job descriptions.
- C. Department directors are responsible for notifying Human Resources of significant changes in job duties and responsibilities. With the assistance of the appropriate department director, Human Resources will ensure employee positions are properly classified and that appropriate job descriptions are completed.

III. MAINTENANCE OF PAY SYSTEM AND STRUCTURES

- A. Finance and Human Resources are responsible for developing recommendations regarding structure adjustments, employee salaries and salary increases during the budget process. These recommendations reflect the city's compensation policy; therefore, final budget allocations will rest with the Governing Board and should be made in the context of the total financial position of the city.
- B. Salary adjustments will be based on an approved salary plan and schedule. The Pay Grade and Step strategy is intended to achieve and maintain a competitive position of "market value."
- C. Adoption of the current salary plan brought employees to current market value; however, the market is fluid and dynamic. The city will allocate funds sufficient to maintain step increases and market value, as funding is available.
- D. To assess the city's relative position to the market, salary surveys will be conducted as needed. Guidelines for conducting salary surveys are:
 - Governing Body pay philosophy and values, as set forth in this policy, as well as other related policies, resolutions and ordinances;
 - Compensation program objectives; and
 - Pay structure maintenance.
- E. Starting with FY 25 and annually thereafter, Human Resources will review published survey data and/or conduct an annual survey of benchmark organizations to determine average pay structure and movements in the market, and make recommendations for appropriate structure adjustments. Every five to seven years, a full market review should be conducted, and structure adjustment recommendations made based on calculated weighted averages from benchmark organizations.

IV. POLICY CONSIDERATIONS

- A. New hires will be paid the entry level minimum (Step 1) of the pay grade established for the position for which they are hired.
- B. When an applicant's relevant experience significantly exceeds the minimum requirements or a special skill requirement is identified, a starting salary up to Step 4 can be approved by Human Resources. Documented justification should be reviewed by the department head and Human Resources, and an analysis of the impact of the hiring rate compared to incumbent employees in similar level positions should be performed. Human Resources must approve the salary offer. Appropriate documentation shall be maintained in Human Resources.

1. It is important to stress, onboarding employees above the minimum level, Step 1 is the exception, not the rule. Human Resources shall make these determinations for highly experienced candidates on an infrequent basis.
 2. New hires cannot be offered more than Step 4 in a pay grade without Governing Body approval.
- C. If a position(s) can't be filled under the current pay plan; Human Resources and the City Manager will seek instruction from the Governing Body. For unique and specific situations, commission instructions may include offering a salary above the pay grade and/or Step 4. These decisions are based on the city's needs and in the best interest of the city.
- D. In the initial classification placement, employees exceeding the pay level for actual years in position were "red-circled", until their years in position (step level) match the salary schedule. These employees will not be eligible for increases, except, such employees may be eligible for COLA's, educational increases and/or other city-wide pay adjustments.
- E. For the initial placement of employees into the salary plan, a maximum step level was established at the mid-range (Step 9). Setting a maximum step level is a common practice when implementing a new pay plan schedule. Example, an employee with 21 years in position is placed on the appropriate pay grade at Step 9. These employee salaries were frozen due to initial placement practices, not "red circled; therefore, employees with 9 or more years in position, are eligible for step increases effective FY24.
- F. The Pay Range Schedule adopted by the Governing Body is attached hereto. This Pay Range Schedule may be changed from time to time without the need to amend this policy. Any changes in the Schedule must follow the principals, procedures and values as outlined in this policy.

V. STARTING SALARY GUIDELINES

There are several considerations in deciding what to offer prospective applicants to work for the city. These considerations are broken down into two parts: the total offer and the salary offer.

A. The Total Offer

In exchange for a person's time, talent, service, and judgment, the city offers compensation, benefits, a healthy working environment, career opportunities, and so on. For example, a partial listing of some of the tangibles and intangibles include: 1) the benefits package; 2) the security of a stable organization; 3) the work environment; and 4) location and community.

B. The Salary Offer

Based on the city's ability to pay market value, the pay grade range for each position and subsequent steps define the pay opportunities for each job.

VI. **INDIVIDUAL MOVEMENT THROUGH THE RANGE**

With the exception of market considerations, it is expected employees will move through their pay range over time. Increases provided to employees to achieve such movement shall be directed by this policy and amended from time to time. Funding levels are always based on the city's financial position.

- A. **Adjustments:** The purpose of adjustments is to respond to situations that might affect the external competitive position or adversely affect internal equity, including step increases. Maintaining step increases sustains salaries at market value for some time. All proposed adjustments must be approved by the Governing Body, typically during the budget process.
- B. **Minimum Salary:** Employees should start at the minimum step of the pay grade of their job classification, or as authorized in Section IV.
- C. **Reclassified Positions**
1. If a position classification is changed to a higher pay grade, the employee in the position will maintain the new position if they meet ALL qualifications; otherwise, the position must be advertised and go through a competitive process.
 2. If the employee serving in the job classification that is changed to a higher pay grade is selected for the changed position, either through the competitive process or meets all minimum requirements for the new position, that employee will receive an amount sufficient to reach the appropriate pay grade minimum (Step 1) for the new classification or to a step having an approximate 2.5% increase, whichever is greater.
 3. If an employee is in a job classification that is moved to a lower pay grade, the employee's salary will be reduced to the appropriate pay grade. The Step level will be determined based on the following factors:
 - number of years in the old position;
 - levels of skills and knowledge of the employee;
 - past performance of the employee;
 - degree of responsibilities of the new position; and
 - impact the new position has on organization.

D. Promotions

Individuals promoted to a higher classification pay grade will move to the appropriate pay grade level for the position, and start at the minimum salary or moved to a step having an approximate 5% increase, whichever is greater. This stipulation will ensure employees receiving a promotion don't experience a decrease in pay for accepting a promotion.

E. Demoted Employees

Employees demoted to a lower pay range, either voluntarily or involuntarily, pay will be reduced to an amount within the new pay grade and step level on a case-by-case basis, utilizing the criteria listed in Section VI. C, 3, as guidance.

VII. TEMPORARY "ACTING" PAY ADJUSTMENTS

- A. Employees temporarily assigned (placed in Acting status) to a position with a higher pay grade will receive a pay adjustment to no more than the minimum of the pay range of the assigned position or increased by 5%, whichever is greater. The City Manager must approve all temporary acting status positions based on need and funding availability within the department.
- B. To receive this temporary pay adjustment, an employee must serve in the Acting capacity, perform most of the duties of the higher position, and be assigned to Acting status in that position for one month or more. Assignments less than one month are considered de minimis.
- C. Any assignment to an acting position shall not exceed a period of six (6) months. During this period, the position should be advertised to be filled, or the position shall be deemed no longer needed and will be defunded or eliminated.
- D. At the conclusion of a temporary assignment or six (6) month period, the employee in the "Acting Status" shall revert back to their former pay grade, and the amount of pay shall revert back to the amount prior to the "Acting Status" assignment, subject to and applying any city-wide adjustments that occurred during the time in ACTING Status.

VIII. CHANGES TO CLASSIFICATION

- A. If a new position is created or a position is reclassified, as set forth in Section VI (C) above, the City Manager shall obtain approval of the new or reclassified position and pay grade by the Governing Body.
- B. Once a position classification and pay grade is approved by the Governing Body, the City Manager, within budget constraints and policy limitations, can proceed to fill New or Reclassified position(s) by posting and advertising.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: H.5

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: July 12, 2022
SUBMITTED BY: Carol Kirkpatrick, Finance Director
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

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

Recommendation:

Approval Recommended by Finance Director

Attachments:

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

Fiscal Impact (Finance): Yes

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 7-27-2022

PURCHASE REQUISITION APPROVAL

2022-23 FISCAL YEAR

COMMISSION MEETING 7/27/22

Number	Vendor Name	Description	Requested By	Department	Funding Source	Total Amount	Procurement Type
88025	Western United Electric Supply	Wood Poles for Electric Dept Inventory	Bo Easley	Electric	503 Electric	\$ 38,819.66	3 Quotes Western United, Bell Lumber & Pole Co, Irby
88074	Irby Supply Co	Transformer for the NM State Veterans Home	Bo Easley	Electric	503 Electric	\$ 53,888.00	3 Quotes Irby, Howard Industries, Western United Electric
88104	Burns & McDonnell Engineering	Electric Rate Study	Bo Easley	Electric	306 Capital Improvement	\$ 52,405.50	Small Purchase of Professional Services

\$ 145,113.16

ATTEST:

 Angela Torres, Clerk-Treasurer

 Date

 Amanda Forrester, Mayor

 Date



REQUISITION

Requisition #: 88074

Date: 07/19/2022

Vendor #: 5023

ISSUED TO: IRBY SUPPLY CO.
P.O. BOX 843959
DALLAS, TX 75284

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	1 750 KVA 3 PHASE PADMOUNT TRANSFOF		53,888.00 503-3702-44607	53,888.00
PO Description: TRANSFORMER- NM STATE VETERANS HOME				
Detailed Description:				
QUOTE: IRBY, HOWARD INDUSTRIES/CITY OF TORC, WESTERN UNITED ELECTRIC				
TRANSFORMER- NM STATE VETERAN HOME				
REIMBURSEMENT FROM NM STATE WILL FOLLOW				

Authorized By: _____

SUBTOTAL:	53,888.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	53,888.00



MICHELLE LUJAN GRISHAM
GOVERNOR

JOHN GARCIA
CABINET SECRETARY DESIGNATE

ANNA SILVA
DIRECTOR
FACILITIES MANAGEMENT

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
(505) 476-1857

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-2036

STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

Carol Kirkpatrick
Finance Director
City of Truth or Consequences
7/15/2022

Carol,
Reference: New Mexico State Veterans Home – Utility Transformer

This letter is in response to your inquiry as to why the State of New Mexico has decided to purchase a pad transformer from Howard Industries for \$53,888.00 which is priced higher than the other quote from Western United Electrical Supply Corp for \$29,346.25.

The existing old Building at the NMSVH is starting to reveal its age and some of the infrastructure has become unreliable. The State of New Mexico is doing everything to provide the Veterans with newer and much-needed living facilities. Therefore, the state is expediting the process in any which way possible.

The quote that the State selected has a shorter lead time for the delivery of the pad transformer which will support the construction schedule for the new proposed facilities.

The second reason the State has chosen this quote is that the lower quote does not guarantee the delivery time nor does it guarantee the price.

Best Regards,

Mark Vigil
Project Manager
Facilities Management Division



STUART C IRBY BR553 ALBUQUERQUE
2417 AZTEC ROAD NORTHEAST
ALBUQUERQUE NM 87107-4209
505-353-5820 Fax 505-888-8829

Quotation

QUOTE DATE	ORDER NUMBER
07/19/22	S013102600
REMIT TO:	PAGE NO.
STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	1

SOLD TO:

CITY OF TRUTH OR CONSEQUENCES
505 SIMS ST.

TRUTH OR CONSEQUENCES, NM 87901-2726

SHIP TO:

CITY OF TRUTH OR CONSEQUENCES
505 SIMS ST.

TRUTH OR CONSEQUENCE 87901-2726
505-894-6673

ORDERED BY: BO

ORDERED BY: BO

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
104284	750 KVA			HOUSE ACCOUNT BR 553	
INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA	
Victor Rodri		07/19/22	Yes	DIRECT	
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
1EA		1	HOIN T7507227-NT-B-LP-BF-WI- 3PH PAD-MT 750KVA HV: 12470Y/7200 + GRD, 95KV BIL, LV: 208Y/120, 30KV BIL, NO TAPS, DEAD FRONT, LOOP FEED, BAYONET FUSE, WELLS & INSERTS, STUDS, DRAIN VALVE WITH SAMPLER, MINERAL OIL, SILICON CORE ANSI C57.12.34 38-40 WEEKS	53888.000EA	53888.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

Subtotal	53888.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	53888.00

** Reprint ** Reprint ** Reprint **

STUART IRBY
PO BOX 1819
JACKSON, MS 39215

FOB: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: VERDE POWER SALES LLC

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: TRUTH OR
CONSEQUENCES

QUOTATION NO: EM-2000
QUOTATION DATE: 06/28/202
PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	1	<p>PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 750 KVA HV: 12470GRDY/7200 + GRD 95KV BIL LV: 208Y/120 30KV BIL TAPS: NO TAPS IMPED = 5.7 OIL TYPE: MINERAL</p> <p>NON-EVALUATED SILICON CORE QUOTE THREE PHASE PAD, DEAD FRONT, LOOP FEED, WELLS, STUDS, BAYONET, DRAIN VALVE W/SAMPLER, NO TAPS. PER RFQ DATED 6-16-22.</p> <p>**NOTE** DUE TO CURRENT COST VOLATILITY, HOWARD INDUSTRIES RESERVES THE RIGHT TO CHANGE PRICES AT ANY TIME TO COVER INCREASES IN THE KEY TRANSFORMER COST FACTORS BEYOND THE COMPANY'S CONTROL.</p> <p>DUE TO COVID-19, LABOR AND RAW MATERIAL SHORTAGES, AS WELL AS OTHER SUPPLY CHAIN DISRUPTIONS, HOWARD INDUSTRIES RESERVES THE RIGHT TO MODIFY LEAD TIMES AT ANY TIME ON BOTH ORDERS THAT HAVE ALREADY BEEN PLACED AND ON FUTURE ORDERS.</p> <p>ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.</p> <p>TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY</p>	\$53,888.00	38-40 WK

STUART IRBY
PO BOX 1819
JACKSON, MS 39215

FOB: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: VERDE POWER SALES LLC

VALIDITY: 30 DAYS
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QUOTATION NO: EM-2000
QUOTATION DATE: 06/28/202
PAGE NO: 2

Item	Qty	Description	Unit Price	Shipment ARO
		REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.		

**Standard Terms and Conditions
For the Sale of Fluid-Filled Distribution Transformers
(Domestic)**

General

The standard terms and conditions as stated herein constitute the sales contract between Howard Industries, Inc., (hereinafter referred to as "Supplier") and the Purchaser, unless otherwise noted on a Supplier quotation or order acknowledgement. In the event of a conflict between the provisions of a Supplier quotation or order acknowledgement and the standard terms and conditions as stated herein, the provisions of the Supplier's quotation or order acknowledgement shall prevail.

No part of these standard terms and conditions may be altered nor may any additions or deletions be made unless authorized in writing by the Supplier's Marketing Department.

Quotations

Prices shall be quoted F.O.B. destination, freight prepaid. Quoted prices shall not include sales, use, excise, or any other state and local taxes for which the Purchaser may be liable. Written and verbal quotations shall expire thirty (30) days from the date of the quotation.

Purchase Orders

All purchase orders shall be subject to the approval of the Supplier's Marketing Department. The Supplier shall reserve the right to decline any order.

Schedules

Upon receipt of a purchase order and its entry into the production schedule, the Supplier shall send to the Purchaser an acknowledgment, which states and estimated shipping schedule. It shall be the Supplier's intent to honor this schedule if at all possible.

The Supplier shall not be held liable for delay in performance or failure to perform its obligations, if such delay or failure to perform results from situations not reasonably within the Supplier's control, including acts of God, strikes or other labor disputes, civil or military insurrection or riot, delays in transportation, delays as a result of poor vendor performance; casualties such as fire or explosion, or the acts, regulations, or restrictions of governmental authorities.

In cases where the Purchaser requires approval drawings, the production schedule shall begin on the date the approved drawings are received by the Supplier's Marketing Department. This schedule shall be based on current production capabilities and shall supersede any previously stated schedule.

Modification of existing orders by the Purchaser may cause a change in the originally stated shipping schedule.

The Supplier reserves the right to manufacture and ship any items in advance of the acknowledged shipping schedule, unless expressly forbidden by the Purchaser at the time of the order entry.

Cancellation and Modification

The Supplier may hold the Purchaser liable for any expenses incurred or commitments made on any purchase order which is canceled or modified by the Purchaser. In the event the Supplier chooses to manufacture any items in advance of the acknowledged schedule and such advance manufacture is not expressly forbidden by the Purchaser, such advance manufacture shall not void the Purchaser's liability for modifications and cancellation charges as stated herein.

Payment

All accounts are payable net thirty (30) days after the date of the invoice. If Purchaser fails to pay any invoice in full within the time stated in the payment terms hereof, Seller may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Warranty

Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that distribution transformers (hereinafter "Equipment") manufactured by Supplier shall be free from defects in material and workmanship under normal use and service conditions. The term of this Warranty shall be the lesser of twelve (12) months from the date of initial installation or eighteen (18) months from date of manufacture.

If within the Warranty period any Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to Supplier's factory. The costs for removal of defective Equipment and re-installation of repaired or replaced Equipment shall be at Purchaser's expense.

In order to be covered by this Warranty, the Equipment must be properly installed according to accepted industry practices and protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices as appropriate. This Warranty does not cover Equipment that has been subjected to negligence, abuse, accident, damage by circumstances beyond Supplier's reasonable control; improper installation, operation, maintenance or storage; modification other than by Supplier; or storage or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

In order to qualify for repair or replacement under the provisions of this Warranty, the Supplier may require that defective Equipment be returned to the Supplier's factory and in such event will provide written authorization to Purchaser. The Supplier will not be responsible for Equipment returned without such written authorization. The Supplier will assume no liability for expenses incurred for repair or replacement of Equipment that is not in accordance with the provisions of this Warranty.

THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE, AND SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

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

06/24/2022
FOB: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: VERDE POWER SALES LLC

NET 30 DAYS
INQUIRY: TRUTH OR
CONSEQUENCE

QUOTATION NO:
QUOTATION
DATE: PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment ARO
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CONTINUED ON NEXT PAGE

HOWARD INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION
CUSTOMER COPY

WESTERN UNITED ELEC SPY
100 BROMLEY BUSINESS PKW
BRIGHTON, CO 80603

06/24/2022

DESTINATION
2 FOB: FIRM FOR QUOTED SHIPMENT
PRICING:
AGENT: VERDE POWER SALES LLC

NET 30 DAYS

INQUIRY:

**TRUTH OR
CONSEQUENCE**

QUOTATION NO:
QUOTATION
DATE: PAGE NO: 30

Item	Qty	Description	Unit Price	Shipment ARO
<p>REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.</p>				

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LAST PAGE

SUBMITTED BY EMILY BROOM

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LAST PAGE

SUBMITTED BY EMILY BROOM

Document 2301
Revision 1
Authorized RSS

**Standard Terms and Conditions
For the Sale of Fluid-Filled Distribution Transformers
(Domestic)**

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Upon receipt of a purchase order and its entry into the production schedule, the Supplier shall send to the Purchaser an acknowledgment, which states and estimated shipping schedule. It shall be the Supplier's intent to honor this schedule if at all possible.

The Supplier shall not be held liable for delay in performance or failure to perform its obligations, if such delay or failure to perform results from situations not reasonably within the Supplier's control, including acts of God, strikes or other labor disputes, civil or military insurrection or riot, delays in transportation, delays as a result of poor vendor performance; causalities such as fire or explosion, or the acts, regulations, or restrictions of governmental authorities.

In cases where the Purchaser requires approval drawings, the production schedule shall begin on the date the approved drawings are received by the Supplier's Marketing Department. This schedule shall be based on current production capabilities and shall supersede any previously stated schedule.

Modification of existing orders by the Purchaser may cause a change in the originally stated shipping schedule.

The Supplier reserves the right to manufacture and ship any items in advance of the acknowledged shipping schedule, unless expressly forbidden by the Purchaser at the time of the order entry.

Cancellation and Modification

The Supplier may hold the Purchaser liable for any expenses incurred or commitments made on any purchase order which is canceled or modified by the Purchaser. In the event the Supplier chooses to manufacture any items in advance of the acknowledged schedule and such advance manufacture is not expressly forbidden by the Purchaser, such advance manufacture shall not void the Purchaser's liability for modifications and cancellation charges as stated herein.

Payment

All accounts are payable net thirty (30) days after the date of the invoice. If Purchaser fails to pay any invoice in full within the time stated in the payment terms hereof, Seller may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Warranty

Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that distribution transformers (hereinafter "Equipment") manufactured by Supplier shall be free from defects in material and workmanship under normal use and service conditions. The term of this Warranty shall be the lesser of twelve (12) months from the date of initial installation or eighteen (18) months from date of manufacture.

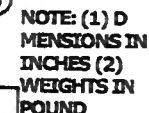
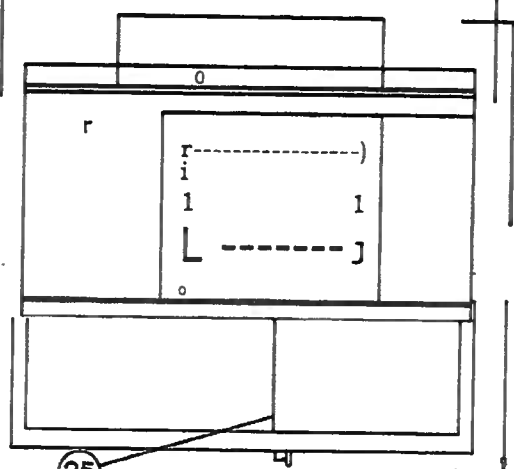
If within the Warranty period any Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to Supplier's factory. The costs for removal of defective Equipment and re-installation of repaired or replaced Equipment shall be at Purchaser's expense.

In order to be covered by this Warranty, the Equipment must be properly installed according to accepted industry practices and protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices as appropriate. This Warranty does not cover Equipment that has been subjected to negligence, abuse, accident, damage by circumstances beyond Supplier's reasonable control; improper installation, operation, maintenance or storage; modification other than by Supplier; or storage or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

In order to qualify for repair or replacement under the provisions of this Warranty, the Supplier may require that defective Equipment be returned to the Supplier's factory and in such event will provide written authorization to Purchaser. The Supplier will not be responsible for Equipment returned without such written authorization. The Supplier will assume no liability for expenses incurred for repair or replacement of Equipment that is not in accordance with the provisions of this Warranty.

THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE, AND SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

CAT NO	EM	DATE: 06/22/22
DWG BY		CC. 745
APP BY		



NOTE: THE WEIGHTS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS. APPROVAL DRAWINGS WITH THE ACTUAL WEIGHTS AND DIMENSIONS WILL BE PROVIDED UPON REQUEST AFTER RECEIPT OF ORDER.

10016611NB

0.047

91896211N,6M, 9, 0,H01 , 1, 3,

45

605627, 715969,4, 812,2, 5883

59357320.410

NO EM1991001

LAUREL MS 39440

READ INSTRUCTION HI 105 BEFORE OPERATING MFG

KVA 750

BIL HV 95 LV 3 OK WM%IMP

HV 12470GRDY/7200

Lv208Y/120

LB T TANK 1617 C&C 4010 OIL TYPE II 2101 LBS

280 GAL TOTAL 7737 LBS

CONT 65 °C RISE CLASS UNAN 60HZ

TANK DESIGNED FOR +/- PSIG

F1 ISOLATION LINK

F2 BAYONET FUSE

CONTAINS NO DETECTABLE LEVEL OF PCB (LESS THAN 2 PPM) AT THE TIME OF MANUFACTURE.

9189001991001

HV AL

LV AL

H1 H X1 X3

HO XO

1 8

SER. NO. BAR CODE

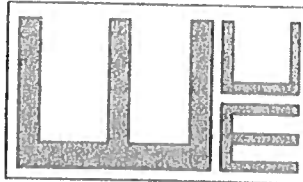
CAT. NO. BAR CODE

SER. NO.

						HOWARD INDUSTRIES INC.
						LAUREL, MISS. USA 39440
						MFG. OF DISTRIBUTION TRANSFORMERS
					NAME: LASER NAME PLATE	cc 857
					DESCR: LF/NT/2FUSE/	Y-Y
					ID 3BEM0136	DWG EM1991001
					SCALE 1.000	DWG BY
					CHK BY	DATE 06/22/22
REV DATE		REVISION		BY	APP	

Western United Electric Supply Corp

7311 La Morada Pl NW
Albuquerque, NM 87120
US
505-346-9572



QUOTATION

Order Number	
2049496	
Order Date	Page
6/22/2022 14:03:23	1 of 1

Quote Expires On: 6/29/2022

Pricing and lead times are subject to change at time of shipment due to market volatility

Bill To:

City of Truth or Consequences
505 SIMS STREET
TRUTH OR CONSEQUENCES, NM 87901
US

Ship To:

City of Truth or Consequences
505 SIMS STREET
TRUTH OR CONSEQUENCES, NM 87901
US

575-894-6675

Attn: Ruby Otero-Vallejos

Requested By: Bo Easley

Customer ID: 10250

PO Number					Ship Route	Taker		
750KVA Pad						ESISNEROS		
Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM	Price	Price
1.00	0.00	1.00	EA		750KVA 3PH PAD 12470GY/7200 - 208Y/120	EA	29,346.250000	29,346.25
				1.0	LOOP NO TAPS WELLS ONLY STUDS			
					BAYONET			
					Q# 656178-001			
					Lead times are TBD. Current estimated			
					production date is 52-56 weeks, Pricing is subject			
					to change at time of shipment based on Ermco's			
					materials price index at time of production.			

Total Lines: 1

SUB-TOTAL: 29,346.25

TAX: 0.00

AMOUNT DUE: 29,346.25

U.S. Dollars



REQUISITION

Requisition #: 88025

Date: 07/11/2022

Vendor #: 7498

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

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	10 35 FT. CLASS 4 DF PW WOOD POLES		858.70 503-3702-44607	8,587.00
2	6 40 FT. CLASS 2 DF PW WOOD POLE		1,344.57 503-3702-44607	8,067.42
3	4 45 FT CLASS 2 DF PW- WOOD POLE		1,660.87 503-3702-44607	6,643.48
4	8 50 FT. CLASS 2 DF PW WOOD POLE		1,940.22 503-3702-44607	15,521.76

PO Description: WOOD POLES- ELECTRIC

Detailed Description:

WOOD POLES- ELECTRIC

QUOTES- WESTERN UNITED, BELL LUMBER & POLE CO. & IRBY

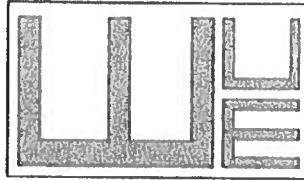
PENDING COMMISSION APPROVAL 7/27/22

Authorized By: _____

SUBTOTAL:	38,819.66
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	38,819.66

Western United Electric Supply Corp

7311 La Morada Pl NW
Albuquerque, NM 87120
US
505-346-9572



QUOTATION

Order Number	
2050285	
Order Date	Page
7/08/2022 13:16:48	1 of 1

Quote Expires On: 7/15/2022

Pricing and lead times are subject to change at time of shipment due to market volatility

Bill To:

City of Truth or Consequences
505 SIMS STREET
TRUTH OR CONSEQUENCES, NM 87901
US

Ship To:

City of Truth or Consequences
505 SIMS STREET
TRUTH OR CONSEQUENCES, NM 87901
US

575-894-6675

Attn: Ruby Otero-Vallejos

Requested By: Bo Easley

Customer ID: 10250

PO Number					Ship Route	Taker		
Pole Quote-2022-07-08 13:17:50						ESISNEROS		
Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		
10.00	0.00	10.00	EA		35FT CLASS 4 DF PW	EA	858.700000	8,587.00
				1.0	Pole Wood, PW dtd 4/19/94	1.0		
6.00	0.00	6.00	EA		40FT CLASS 2 DF PW	EA	1,344.570000	8,067.42
				1.0	Pole Wood, PW dtd 4/19/94	1.0		
4.00	0.00	4.00	EA		45FT CLASS 2 DF PW	EA	1,660.870000	6,643.48
				1.0	Pole Wood, PW dtd 4/19/94	1.0		
8.00	0.00	8.00	EA		50FT CLASS 2 DF PW	EA	1,940.220000	15,521.76
				1.0	50ft Class 2 df	1.0		

Lead time:
26-28 weeks

Total Lines: 4

SUB-TOTAL: 38,819.66

TAX: 0.00

AMOUNT DUE: 38,819.66

U.S. Dollars



778 - 1st Street NW
New Brighton MN, 55112-0024

651-633-4334
www.blpole.com

City of Truth or Consequences
Bo Easley
beasley@torcnm.org

Date: 07-Jul-2022
Reference:
Bell Quote: 138067

Douglas Fir Poles per RUS Bulletin 1728F-700, pressure treated with DCOI per RUS Bulletin 1728F-700, Use Area 2. Bell Lumber & Pole Inspection charges are included.

<u>Quantity</u>	<u>Species</u>	<u>Class/Length</u>	<u>Framing</u>	<u>Price Each</u>	<u>Extended</u>
10	DF	4/35	PW dtd 4/19/94 - 35'	\$890.00	\$8,900.00
6	DF	2/40	PW dtd 4/19/94 - 40'+	\$1,437.00	\$8,622.00
4	DF	2/45	PW dtd 4/19/94 - 40'+	\$1,728.00	\$6,912.00
8	DF	2/50	PW dtd 4/19/94 - 40'+	\$1,985.00	\$15,880.00

FOB: Self-Unloading Truck - Truth Or Consequences NM

Total Quantity: 32

Total Bid: \$40,314.00

Shipment: Commencing 28-32 week(s) after receipt of order via self-unloading truck.

Terms: Net 30 Days

Freight and treating solution are subject to diesel surcharges at the time of shipment.

When framing is required, delivery lead time is subject to receipt of approved framing prints no less than 4 week(s) prior to commencing delivery date. When line staked delivery is required, line staking sheets must be provided no less than 4 week(s) prior to commencing delivery date.

Stock is subject to availability at the time of the order placement.

This quotation is valid for acceptance through the end of business day on Jul 08, 2022 and is being offered on the basis of order placement for all/or a proportionate share of each class and length protecting full truckload quantities. Receipt of Purchase Order after validity date is subject to price and lead time review.

Thank you for the opportunity to quote on your wood pole requirements. We look forward to being of service.

Bell Lumber & Pole Company

Jared Lambertson, Western Region
Sales Representative

This quote does not include any sales, use or other tax that may apply to the customer. Customer will provide specific sales, use or other tax documentation, including tax resale or exemption certificates for all shipment destinations. In the absence of receiving resale or exemption certificates from the customer, Bell Lumber & Pole Company will charge sale or use tax on invoices, when required by law.

By accepting this quote and ordering the products described above, Customer agrees to the following: Bell Lumber & Pole Company ("Bell") makes no warranties, express or implied, relating to the poles including, without limitation, warranties of merchantability or fitness for a particular purpose. Customer hereby grants Bell a purchase money security interest in the poles sold hereunder, together with all products and proceeds thereof, and authorizes Bell to file financing statements with respect thereto. The terms and conditions set forth herein contain the entire agreement between Customer and Bell with respect to the subject matter hereof, supersede all other written and oral communications, and may not be modified or waived except in writing. This agreement shall be deemed to have been made in the State of Minnesota, shall be governed by Minnesota law, and the parties agree to jurisdiction and venue in any federal or state court located in Hennepin County, Minnesota, with respect to any dispute hereunder. Bell is not liable to Customer for any incidental, consequential, special or punitive damages relating to the poles and this agreement shall in no event exceed the price paid by Customer to Bell hereunder. Any payment not made when due shall accrue a late charge of one and one-half percent (1.5%) per month or, if lower, the maximum rate permitted by law. Customer shall reimburse Bell for any expenses, including reasonable attorneys' fees incurred by Bell in enforcing its rights hereunder.



778 - 1st Street NW
New Brighton MN, 55112-0024

Stuart C Irby Company
Victor Rodriguez
rodriguez@lrby.com

Date: 08-Jul-2022
Reference:
Bell Quote: 138064

Douglas Fir Poles per RUS Bulletin 1728F-700, pressure treated with DCOI per RUS Bulletin 1728F-700, Use Area 2. Bell Lumber & Pole inspection charges are included.

<u>Quantity</u>	<u>Species</u>	<u>Class/Length</u>	<u>Framing</u>	<u>Price Each</u>	<u>Extended</u>
10	DF	4/35	PW dtd 4/19/94 - 35'	\$897.00	\$8,970.00
6	DF	2/40	PW dtd 4/19/94 - 40'+	\$1,405.00	\$8,430.00
4	DF	2/45	PW dtd 4/19/94 - 40'+	\$1,736.00	\$6,944.00
8	DF	2/50	PW dtd 4/19/94 - 40'+	\$2,028.00	\$16,224.00

FOB: Self-Unloading Truck - Truth or Consequences NM

Total Quantity: 28

Total Bid: \$40,568.00

Shipment: Commencing 26-28 week(s) after receipt of order via self-unloading truck.

Terms: Net 30 Days

Freight and treating solution are subject to diesel surcharges at the time of shipment.

When framing is required, delivery lead time is subject to receipt of approved framing prints no less than 4 week(s) prior to commencing delivery date. When line staked delivery is required, line staking sheets must be provided no less than 4 week(s) prior to commencing delivery date.

Stock is subject to availability at the time of the order placement.

This quotation is valid for acceptance through the end of business day on Jul 11, 2022 and is being offered on the basis of order placement for all/or a proportionate share of each class and length protecting full truckload quantities. Receipt of Purchase Order after validity date is subject to price and lead time review.

Thank you for the opportunity to quote on your wood pole requirements. We look forward to being of service.

Bell Lumber & Pole Company

This quote does not include any sales, use or other tax that may apply to the customer. Customer will provide specific sales, use or other tax documentation, including tax resale or exemption certificates for all shipment destinations. In the absence of receiving resale or exemption certificates from the customer, Bell Lumber & Pole Company will charge sale or use tax on invoices, when required by law.

By accepting this quote and ordering the products described above, Customer agrees to the following: Bell Lumber & Pole Company ("Bell") makes no warranties, express or implied, relating to the poles including, without limitation, warranties of merchantability or fitness for a particular purpose. Customer hereby grants Bell a purchase money security interest in the poles sold hereunder, together with all products and proceeds thereof, and authorizes Bell to file financing statements with respect thereto. The terms and conditions set forth herein contain the entire agreement between Customer and Bell with respect to the subject matter hereof, supersede all other written and oral communications, and may not be modified or waived except in writing. This agreement shall be deemed to have been made in the State of Minnesota, shall be governed by Minnesota law, and the parties agree to jurisdiction and venue in any federal or state court located in Hennepin County, Minnesota, with respect to any dispute hereunder. Bell is not liable to Customer for any incidental, consequential, special or punitive damages relating to the poles and this agreement shall in no event exceed the price paid by Customer to Bell hereunder. Any payment not made when due shall accrue a late charge of one and one-half percent (1.5%) per month or, if lower, the maximum rate permitted by law. Customer shall reimburse Bell for any expenses, including reasonable attorneys' fees incurred by Bell in enforcing its rights hereunder.



REQUISITION

Requisition #: 88104

Date: 07/22/2022

Vendor #: 8798

ISSUED TO: BURNS & McDONNELL ENGINEERING
9400 WARD PARKWAY
KANSA CITY, MO 64114-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 ELECTRIC RATE STUDY		0.00 306-6103-48598	52,405.50
PO Description: ELECTRIC RATE STUDY Detailed Description: PER ATTACHED CONTRACT PENDING COMMISSION APPROVAL 7/27/22				

Authorized By: _____

SUBTOTAL:	48,300.00
TOTAL TAX:	4,105.50
SHIPPING:	0.00
TOTAL	52,405.50



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #:

SUBJECT: Approval of Professional Services Agreement with 1898 & Co, a division of Burns & McDonnell Engineering Company, Inc.

DEPARTMENT: Finance Department

DATE SUBMITTED: July 20, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background: The City wishes to engage the services of this company to perform a rate study for the Electric Department.

Recommendation:

Approval of the Professional Services Agreement with 1898 & Co, a division of Burns & McDonnell Engineering Company, Inc.

Attachments:

Click here to enter text.

- Professional Services Agreement with 1898 & Co, a division of Burns & McDonnell Engineering Company, Inc.

Fiscal Impact (Finance): Yes

\$48,300 plus gross receipts tax of \$4,105.50 for a total of \$52,405.50. Purchase of professional services under \$60,000

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: Click here to enter text.



Date: July 21, 2022

To: Bruce Swingle - City Manager
City of Truth or Consequences, New Mexico

From: Adam Young, Director, 1898 & Co.

CC: Craig Brown, Project Manager, 1898 & Co.

Subject: Agreement for Electric Rate Study

This Agreement is made and entered into by and between the City of Truth or Consequences New Mexico (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and 1898 & Co., a division of Burns & McDonnell Engineering Company, Inc (the "Consultant") and is effective as of the date set forth below upon which it is executed. This City is engaging 1898 & Co. to perform consulting services to conduct and Electric Rate Study consisting of a five-year financial forecast, cost of service analysis, and rate design services (the "Study") as outlined in the Electric Rate Study Scope of Services herein.

Electric Rate Study Scope of Services

Task 1 - Initial Project Meeting, Project Management and Data Collection

1898 & Co. will prepare and submit a data request for the proposed Study. Requested data is intended to address relevant financial and operating information including historical detailed customer class energy sales and revenues, most recently approved budgets, capital improvement plans, revenues, operation and maintenance expenses, system operating information, and annual financial reports.

1898 & Co. will initiate the project by conducting a project kick-off meeting over conference call ("Microsoft Teams"). This meeting will provide the opportunity for 1898 & Co. project consultants to discuss with key utility staff and gain further clarification of the study goals and objectives. It will also allow 1898 & Co. and the City to review the project approach, the various issues to be addressed, the initial data and information requested previously, and discuss cost of service study and retail rate design philosophies. 1898 & Co. and the City will review the roles and responsibilities for each party which will lead to a successfully completed study. During the meeting, 1898 & Co. will work with the City to finalize the project work plan and the timeline for the study that will result in completion and acceptance of all tasks and deliverables in accordance with the City's needs.



Agreement for Electric Rate Study
July 21, 2022

Task 2 – Financial Forecast and Revenue Requirements

1898 & Co. will develop an electric utility financial plan that assesses the impact of funding future operating and capital needs over a five-year projection period. This task will determine the overall level of rate revenue required and what increase or decrease (if any) should be considered over the next five years.

Evaluate Current Usage Levels and Prepare Sales Forecast

1898 & Co. will develop a forecast of annual utility revenues under existing rates. We will review historical growth in the number of customers by class and then forecast the annual number of customers for each rate class for each year of the forecast period. We will discuss and agree on growth projection assumptions with The City.

If available, we will utilize the City's internal load forecast for energy sales, or we will evaluate historical trends in electric use per account for each customer class. Based on the usage analysis and other available information, future usage per customer will be estimated for each rate class. The estimates of the annual number of customers and the annual usage per customer will provide the basis for forecasting annual electric sales over the Study period.

1898 & Co. will use the forecast of customers and energy sales along with current electric rates to develop a forecast of revenue under existing rates. Projections for other revenues will also be developed, which may include interest income and other income sources.

Prepare Forecast of Operating Expenses

Electric utility historical operating expenses will be reviewed, and a projection of future expenses will be prepared for the forecast period. Operating expense projections will be normalized and then escalated based on discussions with The City and utility staff. Power supply costs will be based on The City's internal forecast.

Prepare Forecast of Capital Improvements and Funding Plan

The capital improvement plan (CIP) will be reviewed to develop a capital planning flow of funds over the planning period. This plan will acknowledge anticipated sources and uses of capital funds to implement the CIP. Funding sources may include existing balances, issuance of proposed revenue bonds, and other sources as applicable. Uses of funds will include the CIP, cost of debt issuance as applicable and other costs as identified through consultation with The City.

Prepare Forecast of Other Operating Revenue Requirements

Annual debt service requirements on any outstanding debt will be included in the forecast. To the extent additional financing for expected capital improvements is required, estimates of new debt service requirements will also be incorporated in the forecast. In addition, the impacts of any financial performance requirements or targets, i.e., debt service coverage requirement, reserve levels, target operating ratio, etc., whether imposed internally or externally, will be considered. Estimated payments for future debt issuance will be developed solely for the purpose of depicting future revenue requirements and evaluating the sufficiency of revenues under existing or proposed rates. The actual structure of future debt may vary based on



Agreement for Electric Rate Study
July 21, 2022

conditions in existence when debt is issued and the recommendations of The City's municipal or financial advisor regarding the structure and timing of debt.

Projections of any other utility system cash expenditures not included in any of the above categories will also be captured in the financial forecast. Such expenditures may include transfers or routine capital expenditures.

Prepare Five-Year Financial Forecast

The annual forecast of the electric utility revenues, as well as the projected operating requirements, will be summarized in the form of pro-forma cash flow analyses. The cash flow will identify any annual operating surplus or deficit anticipated during the study period. The total projected annual surplus or deficit will provide an indication of whether the existing electric rates will generate sufficient revenues to cover the utility's costs for each year of the forecast period, and whether an overall revenue adjustment is necessary. Compliance with revenue bond covenants under existing rates will also be evaluated as applicable.

Task 3 –Cost of Service Analysis

1898 & Co. will prepare a cost of service analysis study utilizing a proprietary electric utility unbundled cost-of-service model developed for The City. The cost of service will unbundle and allocate the utility's costs to the utility's customer classes to determine if an increase or decrease is warranted for each customer class. The cost of service model will also identify the underlying cost components within each customer class which will provide valuable input into the rate design study scope. The tasks of the cost of service analysis will include the following:

Functionalize and Classify Utility System Costs

The first step in the cost of service is the unbundling of the test year revenue requirement. The cost of service model divides the utility's test year revenue requirement into functions (generation, transmission, distribution, customer) and classifications based on cost causation (demand, energy, customer), with additional sub-functions as necessary. Plant in service allocation factors, labor allocation factors are used to allocate the costs in the functional categories.

Allocate Costs to Rate Classifications

The second step in of the cost of service allocates the test year revenue requirement components (as functionalized and classified in the prior step) to the various rate classes. Allocation factors are developed to allocate the components of the test year revenue requirement to each rate class. These allocation factors include customer weighting factors, demand allocation factors, and energy allocation factors and are based on information provided by the utility and supplemented by our databases.

- 1898 & Co. will use load information from the utility's rate classifications to develop demand allocation factors, particularly in relation to distribution system costs. Customer allocation factors will be developed based on weighting factors developed within the model to allocate customer related costs. Energy allocation factors will be developed based on the level of service provided (i.e., primary, secondary, etc.).



Agreement for Electric Rate Study
July 21, 2022

If load research data is not available, we will use load research data from other regional clients for which we have prepared cost of service studies recently.

- The allocation factors developed will be utilized to allocate the unbundled annual revenue requirement by function (i.e., power supply, transmission, distribution, customer service) to each customer classification (i.e., residential, commercial, industrial, etc.). The cost of service analysis model will include a summary of the allocated revenue requirement.

Revenue and Cost of Service Comparison

The final step in the cost of service is to compare the revenue at existing rates to the cost of service results to determine if adjustments to the level of revenue generated by rate class are recommended. The cost of service results can also provide key supporting information on the level of various components including the monthly customer charge, generation demand charges, distribution demand charges, and energy supply charge. The cost of service analysis results will summarize the City's cost of power supply capacity, power supply energy, distribution, and customer cost by rate class. These cost components by rate class will be used to support, justify, and defend retail rate design components and changes in the rate design task.

Review Cost of Service Results

1898 & Co. will review the preliminary cost of service analysis results with the utility over a WebEx conference call ("Microsoft Teams"). Any revisions to the assumptions used in the analysis will be agreed upon for purposes of finalizing the analysis. In addition, guidance will be obtained from the utility as to any adjustments to the revenue recovery to be provided by each rate classification prior to beginning the rate design.

Task 4 - Existing Rate Design Update

Following the completion of the cost of service analysis, 1898 & Co. will review the adequacy of the existing classes' rates and determine if adjustments to existing rates are appropriate. This task will include the following:

Review of Existing Rate Structures and Classifications

- Prior to designing new rates, 1898 & Co. will review the existing rate structures and classifications with T or C staff to determine if any significant modifications should be made based on the cost of service analysis results and current rate design standards. In addition, this review could include consolidation of existing customer rate classifications, restructuring rates, or simplifying current rate designs.

Develop Updated Rate Designs for Existing Classifications

- Once the rate classifications and structures are agreed upon in concept, 1898 & Co. will update the electric rates for existing classes as applicable. The proposed electric rates will be set to generate adequate revenues in accordance with the test year revenue requirements, reflect the cost of service, and incorporate the rate design policies and objectives of T or C.



Agreement for Electric Rate Study
July 21, 2022

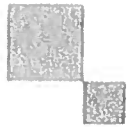
- Assuming utility staff can provide detailed customer class billing data and billing determinants, 1898 & Co. will set up the model to apply existing and updated rates to the existing billing determinants for subsequent scenario analysis and testing.

Prepare Typical Utility Bills

- 1898 & Co. will prepare sample utility bills under the existing and updated rates for key customer classes. Utility bills will be developed at varying usage levels or load factors as appropriate to understand the impact of rate adjustments for various customers within each rate class.

Task 5 - Deliverable and Presentation

1898 & Co. will prepare a PowerPoint presentation of the Study that documents the financial forecast, cost of service results, and recommended rate design changes. We will make one presentation in person to City Council or an appropriate audience at the direction of the City.



Agreement for Electric Rate Study
July 21, 2022

Schedule and Fee

We estimate this Study can be completed in approximately 12 weeks from receipt of executed contract, assuming timely receipt of requested data and review of interim work products.

1898 & Co. will complete the Study on a fixed fee basis for \$48,300, including expenses. Invoices will be billed monthly on a percent complete basis. A breakdown of estimated costs by task is shown in the table below.

Task	Estimated Cost
Task 1 - Initial Project Meeting and Data Collection	\$1,800
Task 2 - Financial Forecast	\$17,800
Task 3 - Cost of Service Study	\$11,400
Task 4 - Rate Design	\$10,000
Task 5 - Deliverable and Presentation	\$7,300
Total Estimated Cost	\$48,300

Terms and Conditions

All services will be performed under the terms and conditions of the attached "Terms and Conditions for Professional Services", which is incorporated and made a part of this Agreement.

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

CLIENT: CITY OF TRUTH OR CONSEQUENCES

SIGNED BY: _____ DATE: _____

NAME AND TITLE: _____

SIGNED BY: _____ DATE: _____

CITY'S LEGAL COUNSEL-CERTIFYING LEGAL SUFFICIENCY

CONSULTANT: 1898 & Co., a division of Burns & McDonnell Engineering Company, Inc.

SIGNED BY: Adam Young DATE: 7/21/2022

NAME AND TITLE: Adam Young, Director



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Electric Rate Study	Date of Letter, Proposal, or Agreement: July 21, 2022
Client: City of Truth or Consequences New Mexico ("CLIENT")	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, 1898 & Co.SM, a division of Burns & McDonnell Engineering Company, Inc. ("CONSULTANT") will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. CONSULTANT has relied upon the information provided by CLIENT in the preparation of the Proposal, and shall rely on the information provided by or through CLIENT during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO CONSULTANT

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in CONSULTANT's standard format and are payable upon receipt. Time is of the essence in payment of statements and timely payment is a material part of the consideration of this Agreement. A late payment charge of 1.5 percent per month from statement date will be added to all amounts not paid within 30 days of statement date. CLIENT shall reimburse any costs incurred by CONSULTANT in collecting any delinquent amount, including reasonable attorney's fees. If a portion of CONSULTANT's statement is disputed, CLIENT shall pay the undisputed portion by the due date. CLIENT shall advise CONSULTANT in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, CONSULTANT will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or CLIENT may provide) Owner's Protective Liability Insurance naming CLIENT as a Named Insured and CONSULTANT as an Additional Insured or to endorse CLIENT and CONSULTANT using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of CONSULTANT in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to CLIENT and CONSULTANT. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. CLIENT and CONSULTANT release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of CONSULTANT's services. A provision similar to this shall be incorporated into all construction contracts entered into by CLIENT, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of CLIENT and CONSULTANT for damage covered by any construction contractor's policies of insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, CLIENT will require all contractors to indemnify, defend, and hold harmless CLIENT and CONSULTANT from any and all loss where loss is caused or alleged to be caused in whole or in part by the contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and CONSULTANT does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, CLIENT agrees to indemnify and hold harmless CONSULTANT from any liability arising from this Project or Agreement, except to the extent caused by CONSULTANT's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. CONSULTANT will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If CONSULTANT fails to meet the foregoing standard, CONSULTANT will perform at its own cost, the professional services necessary to correct errors and omissions reported to CONSULTANT in writing within one year from the completion of CONSULTANT's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, recommendation, or other work product or instrument of service.

B. In no event will CONSULTANT be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of CLIENT, and/or governmental fines or penalties.

C. To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, CONSULTANT's aggregate liability for any and all claims, losses, liabilities, costs, or damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by CONSULTANT's insurance, SHALL NOT EXCEED the total compensation actually received by CONSULTANT from CLIENT under the above-referenced Letter, Proposal, or Agreement. The parties agree that specific consideration has been given by CONSULTANT for this limitation and that it is deemed adequate.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility - Limitation of Remedies, are the sole and exclusive obligations of CONSULTANT and remedies of CLIENT, whether liability of CONSULTANT is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the above-referenced Letter, Proposal, or Agreement. CONSULTANT's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. CONSULTANT shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with CONSULTANT's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by CONSULTANT of computer models or programs does not constitute ownership or a license to CLIENT to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project websites or CAD file transmissions) are for CLIENT information and convenience only. Such media or transmissions are not to be considered part of CONSULTANT's instruments of service. CONSULTANT, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. CONSULTANT shall not be liable for loss or damage, directly or indirectly, arising out of CLIENT's use of electronic media or data transmissions.

9. INTELLECTUAL PROPERTY RIGHTS

A. All services and deliverables and the intellectual property developed for or contained therein is the sole property of CONSULTANT. They are not intended or represented to be suitable for modification or reuse by CLIENT or others for purposes not originally intended. Any modification, reuse, extension, or completion by CLIENT or others without written verification, adaptation, and permission by CONSULTANT is unauthorized. CLIENT waives and releases and otherwise will indemnify, defend, and hold harmless CONSULTANT from any damages, loss, cost, liability, or expense arising out of any unauthorized use.

B. In the event that CONSULTANT is to use or is provided access for use of any third party intellectual property, CLIENT represents that CLIENT either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will indemnify, defend, and hold harmless CONSULTANT from any loss, cost, liability, or expense arising out of any infringement claims by others.

10. CONDITIONS & QUALIFICATIONS STATED ON DELIVERABLES

Any conditions, qualifications, or disclaimers placed on CONSULTANT's deliverables by CONSULTANT state the assumptions and constraints for which the deliverables may be used or relied upon. These shall remain and may not be removed from the deliverables.

11. ON-SITE SERVICES

A. CONSULTANT may conduct onsite services at locations arranged through CLIENT. This may include site walkdowns, visual inspection of facilities and equipment, and interviews with CLIENT staff, or the installation, testing, or modification of systems or equipment. CLIENT shall provide a safe and secure working environment to CONSULTANT while onsite, and provide appropriate safety training and personal protective equipment as may be appropriate in the circumstance.

B. CLIENT shall disclose to CONSULTANT the location and types of any known or suspected dangers or any toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by CONSULTANT's employees or subcontractors. CLIENT agrees to release CONSULTANT from all damages related to any pre-existing pollutant, contaminant, toxic substance, or hazardous substance at the site.

12. CHANGES

CLIENT shall have the right to make changes within the general scope of CONSULTANT's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of CLIENT and CONSULTANT.

13. TERMINATION

A. Services may be terminated by CLIENT or CONSULTANT by seven (7) days' written notice in the event of substantial failure to perform in accordance with the material terms hereof by the other party through no fault of the terminating party; failure on the part of CLIENT to make payments to CONSULTANT when due shall be considered substantial nonperformance and cause for termination. If so terminated, CLIENT shall pay CONSULTANT all amounts due CONSULTANT for all services rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by CONSULTANT in terminating the services.

B. CLIENT may terminate the services for CLIENT's convenience. If so terminated, CLIENT shall pay CONSULTANT all amounts due CONSULTANT for all services rendered and expenses incurred to the date of receipt of notice of termination, plus costs incurred by CONSULTANT in terminating the services.

14. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees, and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in New Mexico.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in New Mexico, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in New Mexico, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date CONSULTANT's services are substantially complete.

15. WITNESS FEES

A. CONSULTANT's employees shall not be retained as expert witnesses, except by separate written agreement.

B. CLIENT agrees to pay CONSULTANT pursuant to CONSULTANT's then current schedule of hourly labor billing rates for time spent by any employee of CONSULTANT responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from CONSULTANT's services under this Agreement.

16. AFFILIATE AND SUBSIDIARY USAGE

CONSULTANT may engage or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell Global, Inc. and Burns & McDonnell India Pvt. Ltd. ("AFFILIATES") to fulfill performance obligations of CONSULTANT under this Agreement. The Parties agree that contracts, purchase orders, or similar agreements between CONSULTANT and any AFFILIATES are not subcontracts and persons from such AFFILIATES shall be billed to CLIENT according to the rate sheet / billing rate defined for the applicable contract, purchase order, or similar agreement.

17. FORCE MAJEURE

CONSULTANT shall not be responsible for failure or delay and performance, including cost and schedule, will be excused if caused by: act of war, hostility, or sabotage; act of God; pandemic or epidemic; utility, electrical, internet, cloud service, or telecommunication interruption or outage; government restrictions; orders of a government authority restricting ability to do or continue business for reasons not caused by CONSULTANT; or any other event outside the reasonable control of CONSULTANT, or which makes continued performance by CONSULTANT commercially impractical. The parties will use reasonable efforts to mitigate the effect of a force majeure event.

18. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of New Mexico without regard to any conflicts of law provisions.

19. RIGHTS AND BENEFITS – NO ASSIGNMENT

CONSULTANT's services will be performed solely for the benefit of CLIENT and not for the benefit of any other persons or entities. Neither CLIENT nor CONSULTANT shall assign or transfer interest in this Agreement without the written consent of the other.

20. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between CONSULTANT and CLIENT relative to CONSULTANT's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to CONSULTANT's services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event CLIENT issues to CONSULTANT a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by CONSULTANT, shall be considered only as an internal document of CLIENT to facilitate administrative requirements of CLIENT's operations.

21. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

22. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by CONSULTANT relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on CONSULTANT's experience, qualifications, and judgment as a professional. Since CONSULTANT has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, CONSULTANT does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by CONSULTANT.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: H.6

SUBJECT: Approval of Chief of Police Contract
DEPARTMENT: City Manager's Office
DATE SUBMITTED: July 22, 2022
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background:

Approval of employment contract for Chief of Police between the City of Truth or Consequences and Victor Rodriguez.

Recommendation:

Approval of contract.

Attachments:

- Police Chief Employment Contract

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): Yes

.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 7-27-2022

RENEWAL OF
POLICE CHIEF EMPLOYMENT CONTRACT

THIS RENEWAL, is entered into by and between the City of Truth or Consequences, hereinafter called "*Employer*" and Victor Rodriguez hereinafter called "*Employee*".

RECITALS

A. The parties entered into a Police Chief Employment Contract dated the 23rd day of June, 2021 (hereinafter referred to as "Contract").

B. Paragraph 2C of the Contract called for a one (1) year term from the 1st day of July, 2021 through the 30th day of June, 2022. The Contract also provided that the Contract may be renewed upon the mutual consent of the parties for up to three (3) additional annual terms.

C. The parties desire to renew the Contract for an additional year with a change to the salary and compensation as noted below.

IT IS THEREFORE AGREED as follows:

1. The Police Chief Employment Contract dated the 23rd day of June, 2021 is hereby renewed for the time period July 1, 2022 through June 30, 2023.

2. Paragraph IV A of the Contract shall be amended to read as follows:

Employer agrees to pay Employee for his services rendered pursuant hereto at the annual rate of eighty-three thousand, eight hundred and fifty-two dollars (\$83,852.00), plus standard employee benefits, payable in installments at the same time as other employees of the Employer are paid.

3. All other terms and conditions of the Contract shall remain in full force and effect.

Signed and executed on this 27th day of July 2022.

Bruce Swingle, City Manager

Attest:

Angela Torres, City Clerk

Victor Rodriguez, Employee

Approved as to form:

Jaime F. Rubin, City Attorney



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: H.7

SUBJECT: Approval of the Municipal Golf Course lease agreement

DEPARTMENT: City Manager's Office

DATE SUBMITTED: July 22, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background:

This is an annual lease agreement for the residence building located at the Truth or Consequences, Municipal Golf Course between the City of Truth or Consequences and the Chief of Police Victor Rodriguez.

Recommendation:

Approval of lease agreement.

Attachments:

- Municipal Golf Course Lease Agreement.

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 7-27-2022

**CITY OF TRUTH OR CONSEQUENCES
MUNICIPAL GOLF COURSE
TENANT LEASE AGREEMENT**

THIS TENANT LEASE AGREEMENT (Agreement) is made between **THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL GOLF COURSE (City)**, and **VICTOR RODRIGUEZ (Lessee)**.

WHEREAS, the parties agree as follows:

1. Property Leased:

In consideration of the conditions and covenants herein, Lessor leases the following described property (Premises) at the Municipal Golf Course:

The residence building located at the Truth or Consequences,
Municipal Golf Course.

2. Term:

This agreement shall be for a twelve (12) month term commencing on July 1, 2022 and shall expire on June 30, 2023 unless terminated sooner pursuant to Section 13, Right to Terminate, below. This Lease may be renewed for up to three (3) years upon the mutual consent of the parties.

3. Rent:

Lessor and Lessee acknowledge that Lessee shall perform certain services during this Agreement's term in exchange for the fair market value of the rental fee for these Premises as consideration for this Agreement. Fair market value is currently \$500.00 per month. These services shall include, but are not limited to the following:

A. When off-duty, Lessee shall be alert to any unauthorized use of the Premises and the area in the vicinity of the Premises, including the Golf Course and Pro Shop. Lessee will notify the appropriate law enforcement officials and Lessor of any acts of destruction to property, vandalism, trespass, etc., as soon as practicable.

B. When off-duty, Lessee shall provide reasonable assistance and information to individuals inquiring about the Golf Course when City Employees are not available.

4. Use of Leased Property:

Lessee shall use the Premises for residential purposes only for immediate family. Lessee shall not violate or tolerate or permit others to violate, federal, state, or applicable local criminal or civil laws, regulations, rules or ordinances, including Lessor's terms of this Agreement on the Premises. Any such violation shall be grounds for Lessor, in the sole exercise of its discretion, to terminate this Agreement immediately by giving written notice to Lessee at the address set forth below.

5. Condition of Premises:

Lessee hereby assumes any and all risks to Lessee, Lessee's family, invitees, or social guests that may result from any dangerous or unsafe conditions or the Premises.

6. Utilities:

Lessee shall pay for all utilities associated with the leased premises, including water, sewer, garbage service and electric.

7. Alterations and Improvements:

Lessee shall not make any alterations or improvements to the Premises without Lessor's prior written approval. All of Lessee's alterations and improvements made to or placed on the Premises that can be removed without undue damage to the Premises are, and shall remain, Lessee's property except as Lessor and Lessee mutually agree in writing. Lessee's alterations and improvements of a permanent nature that cannot be removed without undue damage to the Premises shall become Lessor's property, except as the parties mutually agree otherwise in writing.

8. Condition of Premises on Termination of Lease:

At this Agreement's termination, Lessee shall surrender the Premises in the condition in which they were at the inception of this Agreement, normal wear and tear considered, excepting alterations, improvements, or conditions made with Lessor's written approval and any change, damage, or destruction not resulting from Lessee's willful act.

9. Right of Entry:

Lessor or its agent has a right to enter upon the Premises to inspect, to make repairs and for other reasonable purposes, with Lessee's permission, which shall not be unreasonably withheld upon delivery of 24 hours written notice to Lessee. In an emergency, such as fire, Lessor or its agent may enter the Premises without securing Lessee's prior permission or the providing of 24 hour notice to Lessee, but shall give Lessee written notice of entry as soon thereafter as practicable.

10. Duty to Maintain Premises:

Lessor has the duty to maintain the Premises in a safe condition and in good repair. Lessee shall keep the lawn and landscaped areas free of trash and unnecessary clutter and water the grass and shrubs as necessary to maintain the health and vigor of these plants. Lessee shall mow and trim these areas on a regular basis to maintain a neat, kept appearance as Lessor defines. Lessee shall be allowed no more than two (2) pets. Lessor must approve any additional other pets in writing. When outside, pets must be on a leash or within the fenced yard. Pets do not include domestic livestock, which are not allowed.

11. Right to Assign or Sublease:

Lessee has no right to assign or sublease the rights to the Premises or any part of them pursuant to this Agreement to any other individual or entity.

12. Duty to Insure:

During the term of this Agreement and any extension thereof, Lessee shall provide insurance coverage for liability arising from Lessee's, Lessee's family or guest activities on the Premises and for Lessee's personal property on the Premises. Lessee releases and discharges Lessor from any and all claims, damages and causes of action arising out of any damage to or destruction of Lessee's property or injuries occurring on the Premises. At Lessor's request, Lessee shall provide Lessor with a copy of that insurance coverage. Lessee shall notify Lessor Ten (10) days before cancellation of such coverage.

13. Right to Terminate:

Either Lessor or Lessee may declare this Agreement terminated for any reason or no reason at any time. Notice of Termination shall be in writing to the other party. Lessee shall surrender the Premises within Thirty (30) days of receipt of Notice of Termination.

14. Succession:

The parties acknowledge that this Agreement is personal to Lessee; and Lessee's heirs, executors, administrators, personal representatives, assigns and successors shall have no interest to the Premises or to the rights pursuant to this Agreement.

15. Amendments:

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

16. Contact Information:

Any notice provided for or concerning this Agreement shall be in writing and shall be sufficiently given when sent by certified or registered mail to the parties respective addresses, or at such other addresses as each party may provide to the other in writing. Lessor Contact: Bruce Swingle, City Manager, City of Truth or Consequences, 505 Sims Street, Truth or Consequences, New Mexico 87901, Telephone 575-894-6673. Lessee Contact: Victor Rodriguez, 3830 Tranquil Meadows DR. NE, Rio Rancho, New Mexico 87144, Truth or Consequences, New Mexico 87901, Telephone 915-491-4505.

17. Applicable Law:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LESSOR:

By: _____
Bruce Swingle, City Manager

Date: _____

LESSEE:

By: _____
Victor Rodriguez, Police Chief,
Truth or Consequences Police Dept.

Date: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: H.8

SUBJECT: Approval of Professional Services Agreement with 1898 & Co, a division of Burns & McDonnell Engineering Company, Inc.

DEPARTMENT: Finance Department

DATE SUBMITTED: July 20, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background: The City wishes to engage the services of this company to perform a rate study for the Electric Department.

Recommendation:

Approval of the Professional Services Agreement with 1898 & Co, a division of Burns & McDonnell Engineering Company, Inc.

Attachments:

- Professional Services Agreement with 1898 & Co, a division of Burns & McDonnell Engineering Company, Inc.

Fiscal Impact (Finance): Yes

\$48,300 plus gross receipts tax of \$4,105.50 for a total of \$52,405.50. Purchase of professional services under \$60,000

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC agendas 7-27-2022



Date: July 21, 2022

To: Bruce Swingle – City Manager
City of Truth or Consequences, New Mexico

From: Adam Young, Director, 1898 & Co.

CC: Craig Brown, Project Manager, 1898 & Co.

Subject: Agreement for Electric Rate Study

This Agreement is made and entered into by and between the City of Truth or Consequences New Mexico (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and 1898 & Co., a division of Burns & McDonnell Engineering Company, Inc (the "Consultant") and is effective as of the date set forth below upon which it is executed. This City is engaging 1898 & Co. to perform consulting services to conduct and Electric Rate Study consisting of a five-year financial forecast, cost of service analysis, and rate design services (the "Study") as outlined in the Electric Rate Study Scope of Services herein.

Electric Rate Study Scope of Services

Task 1 – Initial Project Meeting, Project Management and Data Collection

1898 & Co. will prepare and submit a data request for the proposed Study. Requested data is intended to address relevant financial and operating information including historical detailed customer class energy sales and revenues, most recently approved budgets, capital improvement plans, revenues, operation and maintenance expenses, system operating information, and annual financial reports.

1898 & Co. will initiate the project by conducting a project kick-off meeting over conference call ("Microsoft Teams"). This meeting will provide the opportunity for 1898 & Co. project consultants to discuss with key utility staff and gain further clarification of the study goals and objectives. It will also allow 1898 & Co. and the City to review the project approach, the various issues to be addressed, the initial data and information requested previously, and discuss cost of service study and retail rate design philosophies. 1898 & Co. and the City will review the roles and responsibilities for each party which will lead to a successfully completed study. During the meeting, 1898 & Co. will work with the City to finalize the project work plan and the timeline for the study that will result in completion and acceptance of all tasks and deliverables in accordance with the City's needs.



Task 2 – Financial Forecast and Revenue Requirements

1898 & Co. will develop an electric utility financial plan that assesses the impact of funding future operating and capital needs over a five-year projection period. This task will determine the overall level of rate revenue required and what increase or decrease (if any) should be considered over the next five years.

Evaluate Current Usage Levels and Prepare Sales Forecast

1898 & Co. will develop a forecast of annual utility revenues under existing rates. We will review historical growth in the number of customers by class and then forecast the annual number of customers for each rate class for each year of the forecast period. We will discuss and agree on growth projection assumptions with The City.

If available, we will utilize the City's internal load forecast for energy sales, or we will evaluate historical trends in electric use per account for each customer class. Based on the usage analysis and other available information, future usage per customer will be estimated for each rate class. The estimates of the annual number of customers and the annual usage per customer will provide the basis for forecasting annual electric sales over the Study period.

1898 & Co. will use the forecast of customers and energy sales along with current electric rates to develop a forecast of revenue under existing rates. Projections for other revenues will also be developed, which may include interest income and other income sources.

Prepare Forecast of Operating Expenses

Electric utility historical operating expenses will be reviewed, and a projection of future expenses will be prepared for the forecast period. Operating expense projections will be normalized and then escalated based on discussions with The City and utility staff. Power supply costs will be based on The City's internal forecast.

Prepare Forecast of Capital Improvements and Funding Plan

The capital improvement plan (CIP) will be reviewed to develop a capital planning flow of funds over the planning period. This plan will acknowledge anticipated sources and uses of capital funds to implement the CIP. Funding sources may include existing balances, issuance of proposed revenue bonds, and other sources as applicable. Uses of funds will include the CIP, cost of debt issuance as applicable and other costs as identified through consultation with The City.

Prepare Forecast of Other Operating Revenue Requirements

Annual debt service requirements on any outstanding debt will be included in the forecast. To the extent additional financing for expected capital improvements is required, estimates of new debt service requirements will also be incorporated in the forecast. In addition, the impacts of any financial performance requirements or targets, i.e., debt service coverage requirement, reserve levels, target operating ratio, etc., whether imposed internally or externally, will be considered. Estimated payments for future debt issuance will be developed solely for the purpose of depicting future revenue requirements and evaluating the sufficiency of revenues under existing or proposed rates. The actual structure of future debt may vary based on



conditions in existence when debt is issued and the recommendations of The City's municipal or financial advisor regarding the structure and timing of debt.

Projections of any other utility system cash expenditures not included in any of the above categories will also be captured in the financial forecast. Such expenditures may include transfers or routine capital expenditures.

Prepare Five-Year Financial Forecast

The annual forecast of the electric utility revenues, as well as the projected operating requirements, will be summarized in the form of pro-forma cash flow analyses. The cash flow will identify any annual operating surplus or deficit anticipated during the study period. The total projected annual surplus or deficit will provide an indication of whether the existing electric rates will generate sufficient revenues to cover the utility's costs for each year of the forecast period, and whether an overall revenue adjustment is necessary. Compliance with revenue bond covenants under existing rates will also be evaluated as applicable.

Task 3 –Cost of Service Analysis

1898 & Co. will prepare a cost of service analysis study utilizing a proprietary electric utility unbundled cost-of-service model developed for The City. The cost of service will unbundle and allocate the utility's costs to the utility's customer classes to determine if an increase or decrease is warranted for each customer class. The cost of service model will also identify the underlying cost components within each customer class which will provide valuable input into the rate design study scope. The tasks of the cost of service analysis will include the following:

Functionalize and Classify Utility System Costs

The first step in the cost of service is the unbundling of the test year revenue requirement. The cost of service model divides the utility's test year revenue requirement into functions (generation, transmission, distribution, customer) and classifications based on cost causation (demand, energy, customer), with additional sub-functions as necessary. Plant in service allocation factors, labor allocation factors are used to allocate the costs in the functional categories.

Allocate Costs to Rate Classifications

The second step in of the cost of service allocates the test year revenue requirement components (as functionalized and classified in the prior step) to the various rate classes. Allocation factors are developed to allocate the components of the test year revenue requirement to each rate class. These allocation factors include customer weighting factors, demand allocation factors, and energy allocation factors and are based on information provided by the utility and supplemented by our databases.

- 1898 & Co. will use load information from the utility's rate classifications to develop demand allocation factors, particularly in relation to distribution system costs. Customer allocation factors will be developed based on weighting factors developed within the model to allocate customer related costs. Energy allocation factors will be developed based on the level of service provided (i.e., primary, secondary, etc.).



Agreement for Electric Rate Study
July 21, 2022

If load research data is not available, we will use load research data from other regional clients for which we have prepared cost of service studies recently.

- The allocation factors developed will be utilized to allocate the unbundled annual revenue requirement by function (i.e., power supply, transmission, distribution, customer service) to each customer classification (i.e., residential, commercial, industrial, etc.). The cost of service analysis model will include a summary of the allocated revenue requirement.

Revenue and Cost of Service Comparison

The final step in the cost of service is to compare the revenue at existing rates to the cost of service results to determine if adjustments to the level of revenue generated by rate class are recommended. The cost of service results can also provide key supporting information on the level of various components including the monthly customer charge, generation demand charges, distribution demand charges, and energy supply charge. The cost of service analysis results will summarize the City's cost of power supply capacity, power supply energy, distribution, and customer cost by rate class. These cost components by rate class will be used to support, justify, and defend retail rate design components and changes in the rate design task.

Review Cost of Service Results

1898 & Co. will review the preliminary cost of service analysis results with the utility over a WebEx conference call ("Microsoft Teams"). Any revisions to the assumptions used in the analysis will be agreed upon for purposes of finalizing the analysis. In addition, guidance will be obtained from the utility as to any adjustments to the revenue recovery to be provided by each rate classification prior to beginning the rate design.

Task 4 – Existing Rate Design Update

Following the completion of the cost of service analysis, 1898 & Co. will review the adequacy of the existing classes' rates and determine if adjustments to existing rates are appropriate. This task will include the following:

Review of Existing Rate Structures and Classifications

- Prior to designing new rates, 1898 & Co. will review the existing rate structures and classifications with T or C staff to determine if any significant modifications should be made based on the cost of service analysis results and current rate design standards. In addition, this review could include consolidation of existing customer rate classifications, restructuring rates, or simplifying current rate designs.

Develop Updated Rate Designs for Existing Classifications

- Once the rate classifications and structures are agreed upon in concept, 1898 & Co. will update the electric rates for existing classes as applicable. The proposed electric rates will be set to generate adequate revenues in accordance with the test year revenue requirements, reflect the cost of service, and incorporate the rate design policies and objectives of T or C.



Agreement for Electric Rate Study
July 21, 2022

- Assuming utility staff can provide detailed customer class billing data and billing determinants, 1898 & Co. will set up the model to apply existing and updated rates to the existing billing determinants for subsequent scenario analysis and testing.

Prepare Typical Utility Bills

- 1898 & Co. will prepare sample utility bills under the existing and updated rates for key customer classes. Utility bills will be developed at varying usage levels or load factors as appropriate to understand the impact of rate adjustments for various customers within each rate class.

Task 5 – Deliverable and Presentation

1898 & Co. will prepare a PowerPoint presentation of the Study that documents the financial forecast, cost of service results, and recommended rate design changes. We will make one presentation in person to City Council or an appropriate audience at the direction of the City.



Agreement for Electric Rate Study
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Schedule and Fee

We estimate this Study can be completed in approximately 12 weeks from receipt of executed contract, assuming timely receipt of requested data and review of interim work products.

1898 & Co. will complete the Study on a fixed fee basis for \$48,300, including expenses. Invoices will be billed monthly on a percent complete basis. A breakdown of estimated costs by task is shown in the table below.

Task	Estimated Cost
Task 1 - Initial Project Meeting and Data Collection	\$1,800
Task 2 - Financial Forecast	\$17,800
Task 3 - Cost of Service Study	\$11,400
Task 4 - Rate Design	\$10,000
Task 5 - Deliverable and Presentation	\$7,300
Total Estimated Cost	\$48,300

Terms and Conditions

All services will be performed under the terms and conditions of the attached "Terms and Conditions for Professional Services", which is incorporated and made a part of this Agreement.

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

CLIENT: CITY OF TRUTH OR CONSEQUENCES

SIGNED BY: _____ DATE: _____

NAME AND TITLE: _____

SIGNED BY: _____ DATE: _____

CITY'S LEGAL COUNSEL-CERTIFYING LEGAL SUFFICIENCY

CONSULTANT: 1898 & Co., a division of Burns & McDonnell Engineering Company, Inc.

SIGNED BY: Adam Young DATE: 7/21/2022

NAME AND TITLE: Adam Young, Director

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Electric Rate Study	Date of Letter, Proposal, or Agreement: July 21, 2022
Client: City of Truth or Consequences New Mexico ("CLIENT")	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, 1898 & Co.SM, a division of Burns & McDonnell Engineering Company, Inc. ("CONSULTANT") will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. CONSULTANT has relied upon the information provided by CLIENT in the preparation of the Proposal, and shall rely on the information provided by or through CLIENT during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO CONSULTANT

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in CONSULTANT's standard format and are payable upon receipt. Time is of the essence in payment of statements and timely payment is a material part of the consideration of this Agreement. A late payment charge of 1.5 percent per month from statement date will be added to all amounts not paid within 30 days of statement date. CLIENT shall reimburse any costs incurred by CONSULTANT in collecting any delinquent amount, including reasonable attorney's fees. If a portion of CONSULTANT's statement is disputed, CLIENT shall pay the undisputed portion by the due date. CLIENT shall advise CONSULTANT in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, CONSULTANT will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or CLIENT may provide) Owner's Protective Liability Insurance naming CLIENT as a Named Insured and CONSULTANT as an Additional Insured or to endorse CLIENT and CONSULTANT using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of CONSULTANT in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to CLIENT and CONSULTANT. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. CLIENT and CONSULTANT release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of CONSULTANT's services. A provision similar to this shall be incorporated into all construction contracts entered into by CLIENT, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of CLIENT and CONSULTANT for damage covered by any construction contractor's policies of insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, CLIENT will require all contractors to indemnify, defend, and hold harmless CLIENT and CONSULTANT from any and all loss where loss is caused or alleged to be caused in whole or in part by the contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and CONSULTANT does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, CLIENT agrees to indemnify and hold harmless CONSULTANT from any liability arising from this Project or Agreement, except to the extent caused by CONSULTANT's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. CONSULTANT will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If CONSULTANT fails to meet the foregoing standard, CONSULTANT will perform at its own cost, the professional services necessary to correct errors and omissions reported to CONSULTANT in writing within one year from the completion of CONSULTANT's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, recommendation, or other work product or instrument of service.

B. In no event will CONSULTANT be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of CLIENT, and/or governmental fines or penalties.

C. To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, CONSULTANT's aggregate liability for any and all claims, losses, liabilities, costs, or damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by CONSULTANT's insurance, SHALL NOT EXCEED the total compensation actually received by CONSULTANT from CLIENT under the above-referenced Letter, Proposal, or Agreement. The parties agree that specific consideration has been given by CONSULTANT for this limitation and that it is deemed adequate.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility - Limitation of Remedies, are the sole and exclusive obligations of CONSULTANT and remedies of CLIENT, whether liability of CONSULTANT is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the above-referenced Letter, Proposal, or Agreement. CONSULTANT's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. CONSULTANT shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with CONSULTANT's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by CONSULTANT of computer models or programs does not constitute ownership or a license to CLIENT to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project websites or CAD file transmissions) are for CLIENT information and convenience only. Such media or transmissions are not to be considered part of CONSULTANT's instruments of service. CONSULTANT, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. CONSULTANT shall not be liable for loss or damage, directly or indirectly, arising out of CLIENT's use of electronic media or data transmissions.

9. INTELLECTUAL PROPERTY RIGHTS

A. All services and deliverables and the intellectual property developed for or contained therein is the sole property of CONSULTANT. They are not intended or represented to be suitable for modification or reuse by CLIENT or others for purposes not originally intended. Any modification, reuse, extension, or completion by CLIENT or others without written verification, adaptation, and permission by CONSULTANT is unauthorized. CLIENT waives and releases and otherwise will indemnify, defend, and hold harmless CONSULTANT from any damages, loss, cost, liability, or expense arising out of any unauthorized use.

B. In the event that CONSULTANT is to use or is provided access for use of any third party intellectual property, CLIENT represents that CLIENT either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will indemnify, defend, and hold harmless CONSULTANT from any loss, cost, liability, or expense arising out of any infringement claims by others.

10. CONDITIONS & QUALIFICATIONS STATED ON DELIVERABLES

Any conditions, qualifications, or disclaimers placed on CONSULTANT's deliverables by CONSULTANT state the assumptions and constraints for which the deliverables may be used or relied upon. These shall remain and may not be removed from the deliverables.

11. ON-SITE SERVICES

A. CONSULTANT may conduct onsite services at locations arranged through CLIENT. This may include site walkdowns, visual inspection of facilities and equipment, and interviews with CLIENT staff, or the installation, testing, or modification of systems or equipment. CLIENT shall provide a safe and secure working environment to CONSULTANT while onsite, and provide appropriate safety training and personal protective equipment as may be appropriate in the circumstance.

B. CLIENT shall disclose to CONSULTANT the location and types of any known or suspected dangers or any toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by CONSULTANT's employees or subcontractors. CLIENT agrees to release CONSULTANT from all damages related to any pre-existing pollutant, contaminant, toxic substance, or hazardous substance at the site.

12. CHANGES

CLIENT shall have the right to make changes within the general scope of CONSULTANT's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of CLIENT and CONSULTANT.

13. TERMINATION

A. Services may be terminated by CLIENT or CONSULTANT by seven (7) days' written notice in the event of substantial failure to perform in accordance with the material terms hereof by the other party through no fault of the terminating party; failure on the part of CLIENT to make payments to CONSULTANT when due shall be considered substantial nonperformance and cause for termination. If so terminated, CLIENT shall pay CONSULTANT all amounts due CONSULTANT for all services rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by CONSULTANT in terminating the services.

B. CLIENT may terminate the services for CLIENT's convenience. If so terminated, CLIENT shall pay CONSULTANT all amounts due CONSULTANT for all services rendered and expenses incurred to the date of receipt of notice of termination, plus costs incurred by CONSULTANT in terminating the services.

14. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees, and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in New Mexico.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in New Mexico, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in New Mexico, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date CONSULTANT's services are substantially complete.

15. WITNESS FEES

A. CONSULTANT's employees shall not be retained as expert witnesses, except by separate written agreement.

B. CLIENT agrees to pay CONSULTANT pursuant to CONSULTANT's then current schedule of hourly labor billing rates for time spent by any employee of CONSULTANT responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from CONSULTANT's services under this Agreement.

16. AFFILIATE AND SUBSIDIARY USAGE

CONSULTANT may engage or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell Global, Inc. and Burns & McDonnell India Pvt. Ltd. ("AFFILIATES") to fulfill performance obligations of CONSULTANT under this Agreement. The Parties agree that contracts, purchase orders, or similar agreements between CONSULTANT and any AFFILIATES are not subcontracts and persons from such AFFILIATES shall be billed to CLIENT according to the rate sheet / billing rate defined for the applicable contract, purchase order, or similar agreement.

17. FORCE MAJEURE

CONSULTANT shall not be responsible for failure or delay and performance, including cost and schedule, will be excused if caused by: act of war, hostility, or sabotage; act of God; pandemic or epidemic; utility, electrical, internet, cloud service, or telecommunication interruption or outage; government restrictions; orders of a government authority restricting ability to do or continue business for reasons not caused by CONSULTANT; or any other event outside the reasonable control of CONSULTANT, or which makes continued performance by CONSULTANT commercially impractical. The parties will use reasonable efforts to mitigate the effect of a force majeure event.

18. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of New Mexico without regard to any conflicts of law provisions.

19. RIGHTS AND BENEFITS – NO ASSIGNMENT

CONSULTANT's services will be performed solely for the benefit of CLIENT and not for the benefit of any other persons or entities. Neither CLIENT nor CONSULTANT shall assign or transfer interest in this Agreement without the written consent of the other.

20. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between CONSULTANT and CLIENT relative to CONSULTANT's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to CONSULTANT's services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event CLIENT issues to CONSULTANT a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by CONSULTANT, shall be considered only as an internal document of CLIENT to facilitate administrative requirements of CLIENT's operations.

21. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

22. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by CONSULTANT relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on CONSULTANT's experience, qualifications, and judgment as a professional. Since CONSULTANT has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, CONSULTANT does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by CONSULTANT.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: H.9

SUBJECT: Approval of Professional Services Agreement Mike Torres for Integrated Technology Services

DEPARTMENT: Finance Department

DATE SUBMITTED: July 22, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: The City wishes to engage the services of this company to perform Integrated Technology Services. This procurement is made via small professional services.

Recommendation:

Approval of the Professional Services Agreement with Mike Torres.

Attachments:

- Professional Services Agreement with Mike Torres for Integrated Technology Services.

Fiscal Impact (Finance): Yes

\$50,000 plus gross receipts tax of \$4,166.74 for a total of \$54,166.74.

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 7-27-2022

CITY OF TRUTH OR CONSEQUENCES PROFESSIONAL SERVICES AGREEMENT

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

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

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

1. Scope of Work.

- a. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

2. Compensation.

- a. The City shall pay to the Contractor a flat amount not to exceed fifty-thousand dollars (\$50,000) plus New Mexico Gross Receipts Tax in eleven (11) equal payments of \$4,166.66 plus NMGRS and one final payment of \$4,166.74 plus NMGRS.
- b. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (the fiscal year is July 1 to June 30) in which the services were delivered.
- c. Contractor must submit a detailed statement accounting for all services performed and expenses incurred to the Accounts Payable Department at 505 Sims Street, Truth or Consequences, NM 87901. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is

made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

- a. This Agreement shall be in effect as of August 1, 2022 and will expire on July 31, 2023.

4. Contract Renewal.

- a. This contract may be renewed up to three (3) additional years after the original contract issue date.
- b. Annual renewal of this contract can only be initiated by the City after approval of the City Commission.

5. Termination.

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

all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

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

7. Status of Contractor

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

8. Discrimination Prohibited

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

9. ADA Requirement

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

proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

10. Reports and Information

- a. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

11. Establishment and Maintenance of Records

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

12. Publication, Reproduction and Use of Materials

- a. No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

13. Construction and Severability

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

14. Claims

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

15. Subcontracting

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

City.

16. Release

- a. Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

17. Confidentiality

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

18. Product of Service - Copyright.

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

19. Conflict of Interest; Governmental Conduct Act.

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

20. Merger.

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

21. Penalties for Violation of Law.

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

22. Equal Opportunity Compliance.

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

23. Applicable Law.

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

24. Workers Compensation.

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

25. Records and Audits

- a. The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to

the Agreement and such other records as may be deemed necessary by the City and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the payment for the work under this Agreement unless permission to destroy them is granted by the City and the funding City.

26. Indemnification.

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

27. Invalid Term or Condition.

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

28. Enforcement of Agreement.

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

29. Notices.

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

b. To the City:

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

c. To the Contractor:

- ii. _____

30. Authority.

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

31. Insurance

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

32. Assignability

- a. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

33. Amendment

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

34. Entire Agreement:

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature below.

By: _____ Date: _____
City of Truth or Consequences

By: _____ Date: _____
City’s Legal Counsel –Certifying legal sufficiency

By: _____ Date: _____
Contractor

EXHIBIT A

SCOPE OF WORK

IT SUPPORT SERVICES

1. Initial Assessment

Review, perform, and maintain the technology inventory in the City, assessment of the systems architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations.

2. Computer Network Systems

Mapping the existing computer network systems, recommending a city-wide computer network system, and either install said system or oversee installation.

3. Desktop Application Support

Performance of essential support functions, including the installation of PC's, laptops, mobile devices, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PC's, laptops, and mobile devices for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer-related hardware, to make available to City personnel upon request. Contract will be expected to assist staff in obtaining quotes for purchases of technology equipment and software.

4. Server and Workstation Administrative Services

Management of networks and computer systems, including complex applications, databases, messaging, servers, and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems. Scheduling of preventive maintenance for equipment in the areas of coverage is promptly and adequately performed; development of operations, quality assurance for backup plans and procedures are being followed.

Configuration management, including changes, upgrades, patches, etc., is maintained; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.

5. Network Administration Services

Maintenance and support of network equipment, including switches, firewalls, routers, and other security devices are included. Installation and maintenance of printers, scanners, network devices et al.; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed; alert notifications in case of equipment failure. Proactive monitoring of network equipment, including performance indicators to report on

threshold limitations; network performance and capacity management services; continuous troubleshooting is required.

6. Email, Security, and Backup Efforts

Maintenance of City email accounts using the City domain, adding, changing, and/or deleting employee accounts as requested; maintenance of virus-detection programs on the City servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the City are required. A data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data, information, email, and the like; program to restore systems and data if servers and/or computers go down, are required.

7. Support and Maintenance of the Following:

- General End User Support for PC, Laptop, Mobile device, Printing and other technical issues (Approximately 120 End User PCs/Laptops)
- City Hall Active Directory, File Server, Laserfiche, Hyper-V and Legacy VMware Servers, and Network Attached Storage Device (NAS) devices (4 Physical Servers, 3 Virtual Servers, 3 NAS)
- Police Department Active Directory, File Server, Body Cam Server, Application Servers, Hyper-V Host, NAS device and SAN servers (3 Physical Servers, 6 Virtual Servers, 1 NAS).
- Municipal Court Application and Database Servers and NAS device (2 Servers, 1 NAS)
- Library application server (1 physical server)
- Network equipment at specified locations including switches, firewalls and Wi-Fi equipment
- Network equipment to enable and maintain communication between sites via TDS Fiber Service, site to site Fiber, and support of internet access for stand-alone offices
- Interacting with other Vendors as needed to resolve technical issues at all locations
- Management of remote access for approved end users
- Management of Antivirus Software Service/Subscription
- Management of BAE email service (email accounts, user access, block/white lists, etc.)
- Technical assistance with Verizon phone system as needed
- Management of Parallels User Accounts for Access to Tyler Incode Service

8. Planning

Engineering, planning, and design services for major system enhancements and/or upgrades to existing systems; recommendations for future purchasing and technology needs, when requested or necessary. Installation of new equipment, software, and transfer of existing data when acquired will be needed.

9. Transition

Contractor will be expected to work with the prior IT professionals to insure that all City log-ins, passwords, and other requirements are obtained for a smooth transition.

10. General Services

- A. Provide on-site IT support a minimum of once a week from 8:00 am to 5:00 pm
- B. Provide off-site IT support as needed
- C. Update and maintain all firewalls and computer security systems
- D. Update and service the City's e-mail and Outlook services
- E. Assign new email and system access to new employees and remove email and system access for employees leaving
- F. Work with remote VPN set-up for all needed departments
- G. Have experience with Xerox systems
- H. Able to work with the City's webhost and Outlook services
- I. Installing and/or re-installing of software/hardware, printers, scanners and standard installations at no additional charge
- J. Assist in obtaining quotes for departments requiring new systems
- K. New IT company will need to work with the prior IT professionals to ensure that all City log-ins, passwords, and other requirements are obtained for a smooth transition
- L. IT company will be required and able to assist the City with whatever other technology needs may arise



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 27, 2022

Agenda Item #: H.10

SUBJECT: Approval of the Police Department Confidential Informant Policy

DEPARTMENT: Police Department

DATE SUBMITTED: July 15, 2022

SUBMITTED BY: Chief Victor Rodriguez

WHO WILL PRESENT THE ITEM: Chief Victor Rodriguez

Summary/Background:

Commission approval of the Confidential Informant Policy for the Truth or Consequences Police Department

Recommendation:

Approve

Attachments:

- Truth or Consequences Police Department Confidential Informant Policy

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 7-27-2022

NUMBER: 232	SUPERSEDES: NEW	EFFECTIVE DATE:	PAGE 1 of 5
SUBJECT: Confidential Informants		APPROVED BY: Chief Victor J. Rodriguez	
NMLEA STANDARDS: OPR.02.06			

I. PURPOSE:

To establish guidelines and standards for the proper utilizing and handling of confidential informants.

II. POLICY:

It is the policy of the Truth or Consequences Police Department to allow the use of confidential informants by police officers as an effective means of gaining information in investigations, apprehensions, and prosecutions to include the proper maintaining of thorough and accurate records pertaining to the utilization of confidential informants.

III. DEFINITIONS:

Confidential Informant- an individual who wishes to remain anonymous, but through prior association with the Truth or Consequences Police Department or another law enforcement agency has been established as a reliable source of information and who assists law enforcement for personal gain or for consideration on a pending criminal matter.

Controlled purchase- means the purchase of contraband, controlled substances, or other items that are material to a criminal investigation that is initiated, managed, overseen, or participated in by law enforcement personnel with the knowledge of a confidential informant.

Reliability purchase- means the purchase of contraband, controlled substances, or other items that are material to establishing the confidential informant as a reliable source of information.

Source- an individual who assists law enforcement out of a desire to help the community and does not receive any financial or other consideration.

IV. CONFIDENTIAL INFORMANT UTILIZATION AND HANDLING PROCEDURES:

- 1: Confidential informants may be either paid or unpaid for the services and/or information they provide. Information obtained from confidential informants shall be used only to further the department's mission and the information shall not be disclosed to unauthorized persons. Confidential informants as a reliable source of information to include methods are exempted from disclosure under the Inspection of Public Records Act. NMSA 14-2-1 (A) (4).

- 2: No confidential informant shall be utilized unless approved by the Chief of Police or designee and the Chief of Police shall designate what police officer(s) will handle and/or utilize the confidential informant.
- 3: Assigned police officer(s) will strictly report to the Chief of Police, a designee by the Chief of Police, or an authorized task force supervisor in an attempt to keep confidential information and/or the confidential informant's identity private. The assigned police officer(s) shall keep the assigned supervisor apprised of the activities.
4. Once a confidential informant is approved, the assigned police officer handling the confidential information shall immediately complete the confidential informant packet.
5. A master file system will be established for the purpose of maintaining information relative to the use of confidential informants by the police department, with an emphasis on security and rigid control of access. Only the Chief of Police, the assigned police officer handling and utilizing the confidential informant and/or a designee by the Chief of Police are authorized to review confidential informant files or the master file system.
- 6: Files will be maintained on each confidential informant in a secure location, containing the following information on each individual:
 - a) Pertinent identifiers, biographical and background information, criminal history, if any;
 - b) Residence and work address with phone numbers;
 - c) Vehicle descriptions;
 - d) Photographs;
 - e) Fingerprints, when practical;
 - f) Payment documentation;
 - g) Confidential informant number;
 - h) Information received from confidential informant;
 - i) Confidential informant's involvement in operations.
- 7: Maintenance of the confidential informant file is the responsibility of assigned police officer handling and utilizing an informant.
- 8: For purposes of departmental reporting, confidential informant numbers shall be utilized in an effort to protect the identity of a confidential informant.

9. Unlawful activities by confidential informants shall not be encouraged or condoned. Any confidential informant who violates the law excluding penalty assessment type of traffic violations, discloses confidential information about their identity or the identity of the assigned police officer or an undercover police officer, discloses the identity of another confidential informant, discloses information about an investigation, or discloses their status as a confidential informant may be subject to removal from utilization.
10. The Chief of Police or designee by the Chief of Police shall be notified immediately by the assigned police officer or supervisor upon the learning that a confidential informant has violated a law, breached confidentiality, lacks integrity, or any other term of their confidential relationship agreement. The Chief of Police shall determine depending on the severity of the law violation or term violation whether the confidential informant will remain or be removed.
11. No police employee shall knowingly maintain or seek out social relationships with confidential informants or otherwise become personally involved with confidential informants. Employees shall not buy, sell, receive, or transfer for personal gain, benefit or advantage, anything or value to or from a person known by the employee at the time of the transaction to be a confidential informant. Nothing in this section is intended to apply to or affect a legitimate, routine retail, or wholesale purchase from a licensed business that an informant may own or be employed by.
12. The assigned police officer shall always be accompanied by another law enforcement officer when meeting with a confidential informant.
13. The assigned police officer shall be accompanied by another law enforcement officer when meeting with a confidential informant of the opposite sex.

V. DISBURSEMENT, DOCUMENTATION, AND AUDITING PROCEDURES:

- 1: Financial disbursement of departmental funds to a confidential informant shall be weighed by the Chief of Police, designee of the Chief of Police, and the assigned police officer utilizing the confidential informant, taking into consideration the credibility and reliability of the informant, the type of information or evidence obtained as a result of the confidential informant, and the seriousness of the incident pertaining to the information provided.
2. All financial disbursements provided to a confidential informant to include any monies used in reliability or controlled purchases shall be documented using a Contingency Expenditure Report book provided to the assigned police officer.

3. Each Contingency Expenditure Report shall include a case number, itemization of the expenditure (information, evidence, or payment to confidential informant), the assigned police officer's signature, and a law enforcement officer witness signature along with the confidential informant's signature and assigned confidential informant number.
4. All Contingency Expenditure Reports shall be turned in and reviewed by the Chief of police or the designee of Chief of Police. At the end of each quarter (July-September, October-December, January-March, April-June), the Chief of Police or designee of the Chief of Police shall audit the Contingency Expenditure Report books to include a review of balances, expenditures, and transfers.
5. Copies of the Contingency Expenditure Reports shall be maintained in the master file for each confidential informant. Copies of the Contingency Expenditure Reports may be provided for finance documenting purposes with any information related to the confidential informant, investigation, and/or gained information redacted.
6. Confidential informants are solely responsible for the reporting and paying any taxes associated with any paid income they receive.

VI. ESTABLISHING CONFIDENTIAL INFORMANT PROCEDURES:

1. Prior to the use of a confidential informant, the assigned police officer's supervisor (as designed by the Chief of Police) shall review and approve the utilization of the confidential informant. This approval process shall include an in-person meeting between the confidential informant, the assigned police officer(s) and the supervisor. The confidential informant shall be required to disclose any other law enforcement agency they are currently working with or have worked with.
2. Confidential informants under the supervision of the New Mexico Department of Corrections or any other court restricted status shall require permission from the informant's assigned probation officer or court prior to the use of the confidential informant. The assigned probation officer shall provide written authorization for the use of the confidential informant and the written authorization shall be placed into the confidential informant file. Assigned police officers must get written approval of the Office of the District Attorney to work with individuals wishing to cooperate as an informant who are or going to be charged in Magistrate or District Court and place the written authorization in the confidential informant file.
3. Information provided by a confidential informant shall be evaluated and tested for accuracy by the assigned police officer handling the confidential informant when practical.

4. Confidential informants shall provide the assigned police officer with evidence of their full identity and criminal history. The assigned police officer shall be required to complete a confidential informant packet. The confidential informant shall be assigned a confidential informant number. The assigned police officer shall obtain a photograph of the confidential informant. The Chief of Police or designee by the Chief of Police shall review the confidential informant packet for accuracy and completeness.
5. A copy of the informant's National Crime Information Center criminal history to include completing an inquiry through the New Mexico Courts database shall be maintained in the confidential informant file. A separate confidential informant case number logbook shall be kept with the master file for the purposes of documenting National Crime Information Center confidential informant inquiry requests.
6. Confidential informants shall read, agree, and sign acknowledgment to all mandates outlined in the confidential informant packet, which includes proper code of conduct.
7. The assigned police officer, not the confidential informant shall choose the meeting location. The confidential informant shall be searched upon contact for police officer safety.
8. Any confidential informant who violates the law while working in their role shall be subject to arrest or the filing of proper criminal charges through the appropriate court.

VII. CONTROLLED PURCHASES PROCEDURES:

1. Upon being approved as a confidential informant, the individual shall complete the necessary number of reliability purchases to establish their creditability and/or to confirm the accuracy of information. This excludes confidential informants who are confirmed by the assigned police officer as already being recognized as a reliable source of information through another law enforcement agency.
2. Confidential informants shall be searched at all times before and after the conducting of controlled purchase to confirm the confidential informant does not have any contraband, weapons, drugs, and/or currency on their person.
3. The assigned police officer shall make a photocopy or take a photograph of the currency to be used in the controlled purchase in an effort to record the serial numbers. Confidential informants are not allowed to purchase controlled substances using their personal funds.
4. After a reliability or controlled purchase, the confidential informant shall be debriefed and a report shall be generated by the assigned police officer using the case number obtained from the separate case logbook. All evidence obtained from reliability or controlled purchases shall immediately be logged into evidence.