

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Angie Gonzales
City Manager

505 Sims St.
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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, JUNE 14, 2023; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS (5 Minute Rule Applies)

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Gonzales and Department Supervisor

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

1. City Commission Regular Minutes, May 24, 2023
2. Acknowledge Regular Lodgers Tax Advisory Board Minutes, March 27, 2023
3. Take Home Vehicle Form
4. May 2023 Accounts Payable

G. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 752 Amending the City of Truth or Consequences Code of Ordinances, by Amending Section 14-96 of the Code Pertaining to Waste Water Connection Fees. Arnie Castaneda, Water/Wastewater Director
2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 753 Amending the City of Truth or Consequences Code of Ordinances, by Amending Section 14-95 of the Code Pertaining to Water Connection Fees. Arnie Castaneda, Water/Wastewater Director
3. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 755 authorizing the lease of real property to Tower Point Acquisitions, LLC (Water tank site on 2nd Street) pursuant to section 3-54-1 NMSA 1978. City Manager Gonzales

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution 43 22/23 Adoption of Required Community Development Block Grant (CDBG) Certifications and Commitments. Assistant City Manager Alvarez
2. Discussion/Action: Resolution No. 49 22/23 Budget Adjustment Request. Kristie Wilson, Finance Director

I. NEW BUSINESS

1. Discussion/Update: Water Update. Arnie Castaneda, Water/Wastewater Director
2. Discussion/Update: Electric Rate Study. Craig Brown 1898 & Co.
3. Discussion/Action: Customer Service Agreement for the Teesnap Golf Course Point of Sale System. Rick Artman, Golf Course Supervisor and OJ Hechler, Community Services Director
4. Discussion/Action: Appointment of Jesus Baray to serve a 3 year term as a City Representative on the Sierra Vista Hospital Governing Board. City Manager Gonzales
5. Discussion/Action: Approval of proposed Mutual Aid Agreement between the Sierra County Sheriff's Office and the Truth or Consequences Police Department. Chief of Police Tavizon
6. Discussion/Action: Award Recommendation for RFP #22-23-003 for IT Services. Kristie Wilson, Finance Director
7. Discussion/Action: Award recommendations for RFP #22-23-004 for Airport Operations and Management. Kristie Wilson, Finance Director
8. Discussion/Action: Approve Municipal Golf Course Residential Building Lease Agreement. Assistant City Manager Alvarez
9. Discussion/Update: Infrastructure Capital Improvement Plan. Assistant City Manager Alvarez
10. Discussion/Action: Sale of 1999 Cavco Mobile Home. Assistant City Manager Alvarez
11. Discussion/Action: Recommendation of Award, Truth or Consequences Morgan Booster & Austin St. Project. Assistant City Manager Alvarez
12. Discussion/Action: Discussion/Action: Recommendation of Award, Truth or Consequences Drinking Water Systems Improvement Project. Assistant City Manager Alvarez

I. NEW BUSINESS Continued...

13. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Rock & Gem Society. Tammy Gardner, Executive Assistant

14. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Arts Council. Tammy Gardner, Executive Assistant

J. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING JUNE 28, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: June 1, 2023
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Gonzales and department supervisor

Summary/Background:

Employee Anniversary: HALSEY, JESSICA – 2 YEAR
Employee Anniversary: ONTIVEROS, TED – 18 YEAR
Employee Anniversary: REES, CHRISTOPHER – 8 YEARS
Employee Anniversary: KELEMEN, ELIZABETH – 1 YEAR
Employee Anniversary: KNULL, TYLER – 1 YEAR

Recommendation:

None. Presentation Only.

Attachments:

Printed certificates to be signed by city manager and mayor

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

Fiscal Impact (Finance): No

Legal Review (City Attorney): No

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 6-14-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, May 24, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 9, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-14-2023

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, MAY 24, 2023

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 is absent
Hon. Destiny Mitchell, Commissioner via telephone

Also Present: Angie Gonzales, City Manager
Bruce Swingle, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Kristie Wilson, Finance Director

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 Commissioner Fahl 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. Proclamation naming April 14-16 as the 2023 Hot Springs High School Envirothon Champion Scat Cats Day, in honor of their 11th time winning in 12 years.**

Mayor Forrister presented a proclamation to the Hot Springs High School Scat Cats team in honor of their 11th time winning the State Envirothon Competition.

- 2. Issuance of certificates to the Hot Springs High School Scat Cat Envirothon Champions.**

Mayor Forrister presented certificates to the Hot Springs High School Scat Cat Envirothon Champions for the following accomplishments:

Jair Serrano (Team Captain) for winning 1st place in the Soils contest.

Cayden Tisdale for winning 1st place in the Forestry contest.

Chrisney Deseo for winning 1st place in Aquatic Ecology contest.

Genevieve LaFont for winning 1st place in Climate Change contest.

Odessa LaFont for winning 1st place in Wildlife contest.

Jameela Deseo for being the Alternate and winning 1st place in the Soils contest.

Team Coach-Mark Hedge in recognition of guiding our Hot Springs High School Scat Cat Team to another successful triumph during this year's New Mexico Envirothon Competition.

- 3. Proclamation naming May 26, 2023 as Poppy Day for the American Legion Auxiliary.**

Mayor Forrister presented a Proclamation to the American Legion Auxiliary naming May 26, 2023 as Poppy Day for the American Legion Auxiliary.

D. PUBLIC COMMENT (3 Minute Rule Applies):

There were no comments from the Public.

E. REPORTS:

City Manager Gonzales reported the following:

- There are 25 known water leaks, and they have fixed 11 of them. All of it is in the vicinity of Veater Street. The water department is understaffed, and are not getting applicants.

City Manager Swingle reported:

- He wanted to thank the Commission, staff, and community. This will be his last meeting. It has been an honor to work with the Commission and the prior Commission as well.

City Attorney Rubin reported the following:

- He wished City Manager Swingle the best of luck. It was a privilege to work with him.

City Commission Reports:

Commissioner Fahl reported the following:

- She commented on the Envirothon team. It was quite an endeavor, and she has worked with them for many years. It is similar to what the FFA kids do, but it is so detailed, and the stuff they have to know is impressive.

Commissioner Mitchell reported the following:

- It is the last day of school and summer is launching. They are starting swim team try outs soon, and closing out Fiesta. She thanked the city for all of their help as well.

Mayor Pro-Tem Hechler reported the following:

- He thanked City Manager Swingle for his service. He also commended Commissioner Mitchell for leading their team for Fiesta and helping make Fiesta successful. He is in the process of helping clean up Fiesta as well. There is a town hall meeting at the Albert Lyon Center regarding hospital redistricting. It is a very important venture for our community.

Mayor Forrister reported the following:

- She also thanked City Manager Swingle for his leadership, mentorship, and his friendship.

F. CONSENT CALENDAR:

1. City Commission Special Budget Minutes, May 8, 2023
2. City Commission Regular Minutes, May 10, 2023
3. Acknowledge Regular Public Utility Advisory Board Minutes, March 20, 2023
4. Take Home Vehicle Form

Commissioner Fahl moved to approve the Consent Calendar as submitted. Commission Hechler 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. 754
Authorizing the issuance of the City of T or C Joint Utility System
Improvements Revenue Bonds.**

Chris Muirhead, Modrall Sperling: We have talked about this a couple of times. This is the final step for the USDA financing, which relates to the \$5,487,000 loan, and importantly the \$3,930,000 grant for the Water System Improvements. As we have talked about the change of how the USDA does this in the last 5-6 years, they did require interim financing to cover the cost of construction, and then they would close after that interim financing was done. We've talked about Bank of the Southwest being the lender on that, and that was in February or March of last year, for a \$5,542,000 note and security agreement that will be paid off at the end of June when this closes. I spoke to the bank, and they gave us the run down, so that was a loan at 5% daily. The interest paid today that will be closing at the end of the June on the \$5million plus loan would be \$95,725 that the city has paid. The importance of this is that it was at a 5% interest rate. This one here will be at a 2.125% interest rate over 40 years. The USDA is the lender, so they just replaced Bank of the Southwest as the lender. The term is for 40 years, which again is remarkable. If you were to go out and price these bonds in a regular capital market public offering, that would be impossible to do economically. The other very important thing is that they are offering you this loan at 2.125% over the term in the 40 years. The city has the option to repay at any point that they want to with USDA, so there is no prohibition on paying it early. However, that wouldn't be in the best economic sense given the low interest rate and the usage of money, but you might you have that flexibility. The important thing in the ordinance in front of you is the pledges. The net system revenue for the water system, G.O. bond did close last Friday, and that is great so that money is available. This one is a different pledge. It is a special limited obligation to your net revenues of the water system, which means again, that you get your gross revenues. You pay your operation and maintenance to make sure your system is running, and what is left in your net revenues is what the USDA will have a lien against. They can't look at the G.O. money, and they can't look at any gross receipts tax money. They can only look at your utility. What they can do, and what you have been doing, is if there is a short fall down the road, they can look at your system rates and require an increase to make sure that it is paid. The majority of the ordinances are in the form of the bond. Sometimes the finance authority will do a loan agreement. Other places, like you did with Bank of the Southwest, might have a promissory note. The bond is just the debt instrument indicating that you are paying 2.125% over 40 years for \$5,487,000. There are a couple of reserves required and that is a continuation of what you also have under your other USDA loans. There is a reserve that is funded monthly, up to where you have a full year's debt service in your reserve fund, and then there is a reserve just

to make sure that you have money available for asset improvements as needed for the system. USDA has provided a debt service schedule which is are right at \$17,000 a month for the term of the loan, and that is a set number. It is not subject to variances in a variable interest rate. You have a fixed rate. Those are the key points about the transaction that is happening. The next steps would be to move towards closing, and get consents from your other lenders, which would be the New Mexico Finance Authority, and the Environment Department. The Environment Department has one loan which is subordinate to this finance theory as a few that are out there. We will show that the revenues are sufficient to pay that outstanding debt, plus this debt, and move to close at the end of June. The money then will be used to repay the Bank of the Southwest, and that will be done, and this is a much lower interest rate steps in.

Mayor Pro-Tem Hechler: I just have a quick comment. I read this again this morning and it sure makes a lot more sense when you do your presentation like you did, and I wish I would've waited.

Chris Muirhead, Modrall Sperling: Well, thank you.

Mayor Pro-Tem Hechler: I appreciate it. Everything is very clear. We've been through this several times and I think it is a great thing for our community. I appreciate your hard work in showing up here every time to present this.

Chris Muirhead, Modrall Sperling: I love coming down here, I really do.

Commissioner Fahl: It's good for you to keep clarifying the difference between this bond, versus the bond that most people assume that we're doing, so I think that is good for the community to understand that, so thank you for making that clear.

Chris Muirhead, Modrall Sperling: They are different types, and the key point is really focusing on how you're paying it back and what they can do to collect if there is a short fall that is important.

Mayor Forrister opened the public hearing.

Proponents:

There were no proponents.

Opponents:

There were no opponents.

Mayor Forrister closed the public hearing.

Mayor Pro-Tem Hechler moved to approve adoption of Ordinance No. 754 Authorizing the issuance of the City of T or C Joint Utility System Improvements Revenue Bonds. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Public Hearing/Discussion/Action: Repeal of Ordinance No. 748 of the City of Truth or Consequences, New Mexico.

City Manager Gonzales: This is the repeal of the ordinance that had the incorrect survey.

City Attorney Rubin: As you know we've been working with several of these cell tower leases, and cell tower ordinances. Unfortunately, there had been some confusion with planning ordinances in the past were it referred to the water tank. Since there was confusion, we felt that the best thing to do was just to seek a repeal of what we had passed which would be G2, and then G3, and G4 would be the correct ordinances. So, we are speaking for G2 to be approved.

Mayor Forrister opened the public hearing.

Proponents:

There were no proponents.

Opponents:

There were no opponents.

Mayor Forrister closed the public hearing.

Commissioner Fahl moved to approve Repeal of Ordinance No. 748 of the City of Truth or Consequences, New Mexico. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 750 an Ordinance authorizing the assignment of the lease of real property to American Tower (Kopra St. Tower) pursuant to section 3-54-1 NMSA 1978.

City Manager Gonzales: This one is correct.

City Attorney Rubin: Did everyone get the revised description note from yesterday?

Mayor Forrister: Yes.

City Attorney Rubin: I've had several discussions with American Tower. They wanted me to make sure I included the original 40 acre description which was on an old Verizon lease, and we made it clear with the redline version that the tower itself was actually only the .23 acres. Everything else is basically the same. When it comes to these leases when we are leasing real property in the value of excess of \$25,000, we have to go through the ordinance procedure. We also explained several reasons why we are accepting this proposal, which is because it is an investment to the city.

Mayor Forrister opened the public hearing.

Proponents:

There were no proponents.

Opponents:

There were no opponents.

Mayor Forrister closed the public hearing.

Commissioner Fahl moved to approve adoption of Ordinance No. 750 an Ordinance authorizing the assignment of the lease of real property to American Tower (Kopra St. Tower) pursuant to section 3-54-1 NMSA 1978. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 751 an Ordinance authorizing the lease of real property to Tower Point (Water tank site on Pershing) pursuant to section 3-54-1 NMSA 1978.

City Manager Gonzales: This is the tower site on Pershing but I'm going to let Attorney Rubin continue.

City Attorney Rubin: It is basically part B of what I just said. This is the other site. Now we're talking about the Pershing Street water tank site. We have the legal description attached and this contemplates a \$300,000 upfront payment which it is always good to have the money upfront on things like this. We also set forth in paragraphs 1-4 starting at the bottom of page one going to page two so we are in favor of this.

Mayor Pro-tem Hechler: So, is this the final time we will see this on the agenda?

City Attorney Rubin: We still have the 2nd street one I think. That one is still coming up.

Mayor Forrister opened the public hearing.

Proponents:

There were no proponents.

Opponents:

There were no opponents.

Mayor Forrister closed the public hearing.

Mayor Pro-Tem Hechler moved to approve Ordinance No. 751 an Ordinance authorizing the lease of real property to Tower Point (Water tank site on Pershing) pursuant to section 3-54-1 NMSA 1978. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 44 22/23 Approval of Audit Results for 2021-2022.

Chris Garner, Patillo, Brown & Hill, LLP: This is the required communication that auditors are to make to those that are charged with governments. We went into a little bit more detail in December. I just have some more of the highlights to go over this morning. If we go to the first slide what I want to talk about is our responsibility under auditing standards because there used to be a lot of confusion about what we do as auditors, so people thought we come out and look for fraud, and that's what we do, well, that is only a small part of what we do. As you can see in the top two boxes, those are talking about just regular U.S. auditing standards. Under U.S. auditing standards, we have been hired to express an opinion on the financial statements. The financial statements are your responsibility. We come in and audit them, but we don't look at every transaction. We pick samples, statistical samples. We do internal control testing. We are definitely not looking at everything, so we give what's called a reasonable assurance. We do not again, look at everything, so there could be errors, but those errors are not going to be big enough, you're just talking about a debt issue. When you give that financial statement to the bond rating company, those errors are not going to be big enough to change their opinion on the financial status of the city, and so that is what our responsibilities are. It really comes to cost. If we had to look at every transaction, the cost would just be unfathomable, and it just doesn't make sense. So again, our responsibility is to make sure the financial statements are what we call materially correct. We have to look at internal controls, not very deeply, so with regular U.S. auditing standards, you would take cash disbursements as a cycle that we have to test, and all we have to do is take one transaction, walk it through, and we've met those standards. The New Mexico State auditor, and the audit rule, really wants us to test

internal controls, so that is what we call yellow book standards or governments auditing standards, where we as auditors actually have to go in and test internal controls and pick samples. What happens there, is we will spell out in that report what we do differently above and beyond the auditing standard requirements, and then we talk about the results of our testing, but we're not giving an opinion on internal controls. We have to communicate what we call significant matters, so if we are looking at thresholds, significant matters are up "here". The NM state audit rule doesn't like that. They want transparency. They want anything and everything to be reported, so basically it goes down to the ground level. So even if we have exceptions that are lower than that in New Mexico, they have to be included in your audit. We are a little bit more stringent in our state, additionally the state auditor extends what we have to test, things like travel per diem, procurement, there's a list of about 15 items that potentially we might have to test if it's applicable to the city. It's expanded what we test, and then again, what we have to report is a lot more stringent than other states, and other entities that go through an audit. The next thing is the results of the audit. We issued an unmodified, or as I put here, a clean opinion. What I like to say is exactly what you want to receive. This is the highest level of assurance that we as auditors can give, and it is exactly the report that you want to receive, so it's a good thing. On the other reports, we do have a finding that we will talk about at the very end, and it's actually one of those that doesn't reach that threshold, so if we were down south in Texas, we wouldn't even include it in your report, but again the state auditor wants transparency. They want us to make sure that you understand what the issues are so that we can make internal controls better. The next thing is dealing with a single audit, because the city spends more than \$750,000 of federal grant funds, you have to go through a compliance audit, and we do give an opinion on that, and again you can see its unmodified opinion. The same as we give on the financial statements, so it's exactly the type of report that you want to receive, so even with the federal compliance audit, you're getting the report that you want to receive. Both reports are the highest level of assurance that we as auditors can give. When we as auditors come in are given good supporting documentation on things like invoices, purchase orders, personnel action forms, or time cards. There is a whole list of things. We look to see if they are they in good order, and are they given to us in a timely manner so that so that when we ask for them, we don't have to wait a long time. We did not have any difficulties with that. Your accounting records are being well maintained, so when we did ask those questions, the documentation was provided to us in a timely manner and in good order. The next thing is communication about audit adjustments, and we did have some audit adjustments, but we'll talk about the reason we have them. It's really the state of New Mexico's fault. In New Mexico, DFA will tell you but they can't prove it, and actually the City of Las Cruces has gone away from this methodology, but they will tell you that you have to adopt a budget on a cash basis of accounting. Cash basis is not an acceptable methodology under our standards that we have to follow, so what has to happen is you maintain your records on that cash basis, you report to DFA quarterly on that cash basis, and you adopt a budget and monitor the budget throughout the year on a cash basis of accounting. Well again, that's not acceptable under our standards, so what has to happen is your finance team every year has to give us audit adjustments to get us from that cash basis, to modify accrual, and also to another version of full accrual. You're financial statements are kind of confusing because there

are three methodologies of accounting in them. Bottom line. The whole reason for this communication is if auditors have to come in, and make lots of adjustments as you make important financial decisions throughout the year, this should cause you some concern. All of these adjustments do not affect how you are monitoring the budget, so there's not a single adjustment that would change the numbers based upon how they're reflected to you, so bottom line your financial structure that has been established, and the internal controls are working well so that the numbers when they are presented to the Commission should be in good order, like I said we did not change a single one on that basis of accounting. The last thing is just to talk about findings, and there's a reason the NM state auditor has this number of findings a certain way. As you can see, we did have one finding, but its number 20-22-001, and what that tells the Commission is that this is a new finding. I think that is really important because you have lots of transactions that flow through your accounting system. There's going to be stuff that happens. Unfortunately, that is just the way it is, but what the Commission wants to see is if they are getting resolved in a timely matter. Sometimes it'll take a couple of years, because by the time we get the audit done, and get to the state auditor, you're more than halfway through a year, and you might not have the ability to get those things fixed before the next year is up, and an exception would be 2 years. There was a time at this city where that happened, where findings would just keep being repeated, but it's been a while since that has happened, so management is taking them serious. We just had one finding, its brand new, and it was related to procurement, and we've actually been on the phone quite a bit talking about how to resolve it, and I think it's already gone out to RFP and it's been resolved. What happened was it wasn't a onetime purchase, but multiple purchases, and the state law doesn't want you to circumvent the procurement laws by doing multiple purchases to break it up. You have to look at it on an annual basis, and there was one that went through the cracks. I think it's already gone out to bid, so I think it's already been resolved. We did have one finding last year related to Lodgers Tax, and again as you can see the numbers 2021, so it got dealt with within a year and so again, I think the really important thing for the Commission is that management the last several years has really dealt with findings, and they are getting them resolved, and they're not sticking around. That I think is really the most important part to take away. With that I'll open up to any questions.

Commissioner Fahl: That was a very good explanation for everybody to understand how the budget process works.

Mayor Pro-Tem Hechler: In going through the audit itself, I noticed that the Housing Authority had several minor findings, how significant are those? Should we be worried as a city management about the overall organization, because there are several findings, or are these just relatively minor and easily corrected?

Chris Garner, Patillo, Brown & Hill, LLP: I do not remember their findings, so if you would let me go look I will send a response to the city, and I will kind of look at those. We weren't their auditors. They have another auditing firm, and actually Bruce brought up the fact of why are they under our jurisdiction. It doesn't make sense, and we had lots of discussions about it, and the reason is because we appoint board members, and

we have an influence because of that, so I don't know if the Commission wants to look into maybe trying to change that, if it can be changed, so that you don't have those responsibilities, but I do remember the audit was slow, and it was late. It almost held us up. I think we were at the 11th hour waiting on their information, and we were completely done with their audit. It was due in advance of yours, so that we could get that information, but we had to wait for them so it did cause some problems for the city. I will look exclusively at their findings, and I will send it back and let you know. I think there are some that maybe should cause some concerns but as Bruce had mentioned I think it might be in the best interest of the commission to look in can we change that? And then that will take attorneys to determine that because you do have some responsibility and unfortunately their findings are included in your report, I ignore them because you really are not involved in the day to day operations, that's really their issues but it is something that you do have oversight over.

Mayor Pro-Tem Hechler: You have answered some of that already. I was kind of concerned because we were literally held hostage from them to get their stuff to us and that was a concern for me and then the concerns themselves had to do with per diem and some other minor things that are I'm hoping one time circumstances but might bear looking into.

Chris Garner, Patillo, Brown & Hill, LLP: Per diem doesn't rise to that level because it's a compliance issue it's a state compliance so it doesn't again in another state it wouldn't have been included in the report but it really depends upon and I don't know management how they react to those findings and how their being proactive here at the city the last few years have been very proactive what do we do to fix it? We've had probably four or five conversations dealing with this one finding this year how do we fix it? So I don't know for that proactive or not that's hard to say only their auditors could probably answer that for you.

Mayor Forrister: Thank you, this is what we like to hear that we are moving forward that there has been findings in the past that we have dealt with and we have moved on and that we're getting more clean reports so I appreciate that and appreciate the work of our staff on getting those done.

Mayor Pro-Tem Hechler moved to approve Resolution No. 44 22/23 Approval of Audit Results for 2021-2022. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 45 22/23 Approval of the Preliminary (Interim) FY 2023-24 Budget.

Kristie Wilson, Finance Director: We just need approval of the budget I had sent it to you everything is updated. We just got our GRT for the month of March but it's reported

in the month of May and it's actually significantly higher than it has been so that ending cash balance is going to again go way up.

City Manager Swingle: I know you know this but just pointing it out this was Kristie's first budget really her first government budget that she's been a part of and it was a very good budget. It's always nice when you have revenue. Outstanding job though Kristie thank you and the entire finance team.

Kristie Wilson, Finance Director: Thank you my staff is very important and if it wasn't for them it wouldn't have been done.

Mayor Forrister: You made the budget process a lot easier and like you said revenue does help the situation if we can all remember the budget last year we were nickel and diming every little thing because we had to we had to cut like \$2million our budget or something.

Kristie Wilson, Finance Director: That's where we started this year, I was nickel and diming and I was cutting stuff asking people do you need this? Can we cut this at all? And trying my best to make sure we were living within our means.

Mayor Forrister: I'm glad you did that prior coming to us.

Commissioner Fahl moved to approve Resolution No. 45 22/23 Approval of the Preliminary (Interim) FY 2023-24 Budget. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 46 22/23 Approval of swimming pool fees and schedule for the 2023 swimming pool season.

Ashley Galicia, Pool Supervisor: I'm not sure which order you guys have this in but if you'll look at the exhibit a from the previous year of our prices and our pool passes we had a 10 punch pass, 30 punch pass, and the annual pass. We are changing that we'll keep the 10 punch pass the same if we're keeping passes along with a new pass for a seasonal pass since our season is from Memorial Day through Labor Day so the season pass would be good for one season or the next option that you have is without any pool passes we would just have the daily fee's everyone would pay a daily fee when they come in and we have our pool party rentals, and then after that is the different schedules the first one is the one that we are going to start with the closed on Wednesdays the other ones are just some options that we were looking at to adjust and go based off of what days' work the best for everybody and the ones that are bringing in more people. Also since school is starting back a little earlier this year in July 31st we'll also be making adjustments once that comes back into play.

Mayor Forrister: Thank you Ashley for you guys looking at this and kind of staying current with what's going on. What is your favor, what are you favoring? Pool passes or no pool passes?

Ashley Galicia, Pool Supervisor: I just feel like a lot of people don't carry cash on them and because the pool doesn't accept credit cards I feel like if we do without passes completely that it is going to be kind of an inconvenience to people and they are going to complain about that a lot. So even if we only did the 10 punch pass rather than the season passes I feel like we should have some type of pass option.

Mayor Forrister: I like the pass option also.

Commissioner Mitchell: To piggyback on that it is kind of like flush fund we get people buy the passes then don't come and we still have the funds which is a good thing. I'm in favor of the passes because it's kind of like a loyalty thing and I know the aerobics ladies and lap swimmers they want to just write you a check for \$145 and be done with it for the whole season, they don't have to worry about and then a question is why don't we have credit card access at the swimming pool? Is there like a policy or something?

Ashley Galicia: I don't know I asked OJ about it just recently because I worked at the golf course while the pool was closed and they used their tablet and they have a credit card machine and he said that it would probably be too late this season because we're about to open up and getting access to that because we have to go through a certain brand or something to get access to a credit card machine.

Traci Alvarez, Assistant City Manager: I just wanted to say don't forget there are fees associated with the credit card machines and so I don't know for the low fees of entering into the pool if it would be beneficial to have a credit card fee, we would have to pass that onto the customers, I think that is something finance would have to work with.

Mayor Forrister: I take my five year old to go swim and I'm a non-swimmer so I would need to pay the \$6 and then all the credit card fees and I wouldn't want to do that.

City Manager Gonzales: We are looking at and IT bid award here pretty soon as of the next meeting and in the planning process that's something that we can also look at and we are looking at that this is going to be a whole thing.

Commissioner Hechler: One comment I think for the convenience and you're absolutely right City Manager Gonzales, for the convenience of our customers we should at least offer the ability to have credit cards I think that would be important. I noticed that we're open for Memorial Day to Labor Day and it's too late now I understand that in the commission before had decided this but Memorial Weekend starts on Friday but we're not open till Monday and I'm thinking we're taking a pretty nice weekend away from our community we should be open for Memorial weekend we ought to be open on Friday, Saturday, and Sunday I understand why it's not and if you take it by the letter of what was mentioned Memorial Day is Monday and that's when we're going to start, I think we

should really start the weekend and offer that to our citizens because I think we are service oriented. For the future I hope you keep that in mind.

Commissioner Mitchell: To go ahead and help answer that question on why we opened on Monday instead of Friday is because traditionally we were training lifeguards the weekend before when they got out of school so we didn't have time in advance it was always done Memorial Day weekend but now that Ashley is going to get her lifeguard certification hopefully this summer she'll be able to plan that more accordingly and I think that we should be open on that Friday on Memorial Day just in the past we haven't been able to because we were training lifeguards but I think that it is a good way to capitalize on all of those people coming in for the lake and if they don't want to be at the lake they can come to our pool or float our river.

Commissioner Hechler: I have a quick question for you Mayor so in the form of a motion do we pick one of the exhibits.

Mayor Forrister: Yes

Traci Alvarez, Assistant City Manager: Another thing to note as far as the update on the schedule, I think it's important for the public and commissioners to know that any time that pool is open Ashley has to be there and so while you would love to be able to open much more hours, we have to fit it in Ashley's 40 hours a week because of her CPO and everything would have to be on sight.

Commissioner Fahl Made a Motion to approve Resolution No. 46 22/23 approval of the swimming pool fees and schedule utilizing the pool fees that includes passes. Commissioner Hechler seconded the motion. Roll was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 47 22/23 for the Sale of Surplus Property to be sold at the June 24, 2023 Auction through Willard Hall Auctions.

City Clerk Torres: Willard Hall is having an auction on June 24, 2023. We have 100 wooded poles and a Chevy Venture Minivan that we would like to sell in that auction. If approved, the items will be published as mentioned in the resolution.

Mayor Pro-Tem Hechler moved to approve Resolution No. 47 22/23 for the Sale of Surplus Property to be sold at the June 24, 2023 Auction through Willard Hall Auctions. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously

5. Discussion/Action: Approval of Election Resolution No. 48 22/23.

City Clerk Torres: This year we have Commissioner Position II, Commissioner Position IV and Commissioner Position V that are up on December 31st of this year. The Election will be held in November this year through the County Clerk's Office on November 7th. Declaration of Candidacy will be filed through the County Clerk on August 29, 2023 between the hours of 9am-5pm, and Declaration of Candidacy for write-in candidates will be filed through the County Clerk on September 5, 2023 between the hours of 9am-5pm.

Commissioner Fahl moved to approve Election Resolution No. 48 22/23. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously

6. Discussion/Action: Publication of Ordinance No. 720 amending the City of Truth or Consequences Municipal Code of Ordinances Section 7-201 (A1) and (A2) pertaining to Lodgers Tax Exemptions.

City Clerk Torres: A couple years back we adopted Ordinance No. 720 which pertains to our Lodgers Tax Exemptions. After that ordinance was adopted by the city, the state added language to Subsection A, Paragraphs (1) and (2), language was added that states "unless those premises are temporary lodging" so what we are doing with this is amending our current ordinance to include the language added by the state. This item is for publication of the ordinance.

Commissioner Fahl: Is this different than the short term rentals?

City Clerk Torres: It also applies to Airbnb/short term rentals. I'm glad you brought that topic up. I put a letter in the utility bills notifying short term rentals owners that they need to register with the city because we have a lot of them that are not registered with us because they are not aware that they have to register with us. We are hoping that the short term rental owners will contact us because a lot of them go through 3rd party vendors, and those 3rd party vendors collect and submit lodgers tax for the short term rentals, but they don't provide a listing of who they collect the lodgers tax for, so in order for us to keep track of who is paying through a 3rd party vendor, we need the short term rental owners to contact us and let us know that they are using a 3rd party vendor.

Mayor Forrister: So, this ordinance is saying the tax shall not apply "*unless those premises are temporary lodging*" meaning that Airbnb has to pay us. It was kind of confusing.

City Clerk Torres: That is correct.

Mayor Pro-Tem Hechler: So, we are waiting for them to contact us. Do we know who these people are, and can we contact them?

City Clerk Torres: We don't know who all of the owners are, and even if you go onto the Airbnb website, it doesn't tell you who owns the property, and it doesn't give you any contact information, so that's why we put the letters in the utility bills. If they are going through a 3rd party vendor, we are more than likely receiving their lodger's tax payments. However, if they are not registered with the city, we don't know whose account to post the funds to at this point. Chelsea and I have tried to reach out to some of these 3rd party vendors, and per their policy, they cannot give out any information so we are hoping by sending out these letters, that the owners of these short term rentals will reach out to us so we can keep track of who is using a 3rd party vendor and who is paying lodgers tax.

Mayor Pro-Tem Hechler moved to approve Publication of Ordinance No. 720 amending the City of Truth or Consequences Municipal Code of Ordinances Section 7-201 (A1) and (A2) pertaining to Lodgers Tax Exemptions. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

Mayor Pro-Tem Hechler made a motion to move item I6 before item I1. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Recommendation from the Airport Advisory Board to renew the EAA (Experimental Aircraft Association) Agreement.

Assistant City Manager Alvarez: Last year the city entered into an agreement with the EAA (Experimental Aircraft Association) for the use of a hangar out at the Airport. You have a copy of that agreement in your agenda packet. There were a couple of deliverables that the EAA needed to meet. They did their fly-in and they submitted all of the paperwork needed for the camp sites. Those are just somewhat on hold because we are looking at some improvements out at the Airport, and so we don't want to have that going on at the same time. The Airport Advisory Board held a special meeting on the 16th and they are recommending renewal of the agreement for another year.

Larry Mullenax, EAA Representative: The main mission of the EAA is to promote aviation so we formed a small chapter locally, and we've been struggling to keep it alive. We restored the T33 and put it on its pedestal 5 years ago and we also did the tetrahedron. When we were working on the tetrahedron, the previous City Manager suggested that the city provide us with a hangar so we could have a place to work on whatever we are doing for the city and of course our own projects. Typically, an EAA chapter will have projects like re-building airplanes, or things that people, including our

youth, can get involved in. When we were restoring the T-33, we had the arts students out there and they did all the painting on the airplane, so we were very happy that we could get them involved. Also with the fly-in, part of that is what we call the Young Eagles program, and we were able to fly 50 young folks during that fly-in. I hadn't really anticipated getting into the deliverables to the specifics that we are doing. I'm just used to doing whatever it takes to make things happen out at the Airport to improve it. I dropped off my forklift last year at the Pippen hangar because I didn't really need it and I thought that it would be handy at the Pippen hangar, but it is not on a deliverable, but it is out there and we are using it, and they use it whenever they need to. If you look at the deliverables, I don't get any credit for that. Not that I wanted to, but if I am in a situation where I want to keep the hangar, it sounds like I am going to have to keep documenting each one of these things, and have it in the contract.

Mayor Forrister: Yes. You will definitely have to do that if you want the hangar. We will have to see exactly what is being done, if not it goes against the anti-donation clause.

Commissioner Fahl: So the fly-in was successful. Are you planning on doing another one next year?

Larry Mullenax, EAA Representative: It was very successful. I think we had about 30 planes fly in, plus the state troopers brought their helicopter in, and set up for the day. There were a lot of things going on and it went really well. I would like to have one in the fall because we would have a better chance of having good weather for the fly-in. That was one of the problems that we had here. By the afternoon, the wind started picking up and the pilots left before the weather got bad. We also did not want to fly students in those conditions because their first flight might be a bad experience, and we didn't want that.

Mayor Forrister: The Young Eagles group is in age range of 8-17. Is there something that kids can do before the age of 8?

Larry Mullenax, EAA Representative: I am not too familiar with that, but I would really like to have more involvement on a regular basis for the young folks. We were planning on building the camp sites at the Airport, and I think that one of the members talked to the shop teacher at the high school, and we were going to have sun screens over the picnic tables and they were going to put together the tops for the sunscreens, and then we would just take it out there and set it up, so that is the type of things that we want to do. We also have a guy who is putting together an old Taylorcraft, and I would really like some of the students come out and see what an airplane looks like.

Commissioner Fahl: I see that as a benefit for us as a community. Your organization serves as a good benefit to our youth and to our community.

Mayor Pro-Tem Hechler: The fly-in was very well received by the public, and I really appreciate you guys doing that. I see the potential of that fly-in being a bigger and better event, and I hope you do too. I think that the car show addition would also be something

that you should go for, as well as some other things like vendors. You certainly have the location and the space to have a bigger event out there.

Larry Mullenax, EAA Representative: That was our thought as well. There is no reason why we can't have a bigger event.

Mayor Pro-Tem Hechler: What is the EAA hangar currently being used for?

Larry Mullenax, EAA Representative: Right now, we have the Taylorcraft in there. We are re-building that.

Mayor Pro-Tem Hechler: So there are no private planes in that hangar correct?

Larry Mullenax, EAA Representative: It is one of the member's plane's that is being restored.

Mayor Pro-Tem Hechler: Is that one of the things that we are supposed to do under the contract?

Larry Mullenax, EAA Representative: Well no. We need that hangar so we can do our projects, whether it be city projects or chapter projects. That was the whole idea of having an EAA hangar.

Mayor Pro-Tem Hechler: So does that plane that's in there normally have a hangar someplace else?

Larry Mullenax, EAA Representative: No. It is somebody's airplane from Arrey. He had it in his barn in pieces.

Mayor Forrister: Are you re-building it for city use, like having it on display?

Larry Mullenax, EAA Representative: Typically we would want to get kids involved to see it. That is the importance part for the community. Some chapters put together an airplane so they can sell it in order to make money for that chapter. Projects like that are what typically happens with those hangars.

Mayor Pro-Tem Hechler: What we are concerned with Mr. Mullenax, is that we are refurbishing a plane for a private individual. Is that what is happening?

Larry Mullenax, EAA Representative: Yes. That is exactly what is happening.

Mayor Pro-Tem: Then I don't know how we can use the EAA hangar for that?

Commissioner Fahl: They can use it if they can get the kids involved. Then it would be for educational purposes.

Mayor Pro-Tem: Those are just questions.

Larry Mullenax, EAA Representative: I understand your concern, but that was the whole reason for us to do the other things like putting up the tetrahedron and having the fly-in, so we could justify having a hangar for whatever we needed it for.

Mayor Pro-Tem Hechler: We should probably make sure that is in this agreement.

City Attorney Rubin: I think this is whether or not the Commission wants to renew the agreement. I think the Mayor hit the nail right on the head. We have to make sure that we are not talking about some sort of a donation here. We need to make sure that we are getting service in exchange for what we are allowing you to do. The agreement says that you are allowed to store the Taylorcraft Airplane in the hangar, and in exchange for that the services you were going to provide were set forth in page 2 of the agreement.

Larry Mullenax, EAA Representative: It is the same aircraft.

Mayor Pro-Tem Hechler: Then I am okay with it.

Commissioner Fahl made a motion to approve the EAA (Experimental Aircraft Association) Agreement. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

Kristie Wilson, Finance Director reviewed the Purchase Requisitions over \$20,000 that were provided in the packet.

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

2. Discussion/Action: Approval of Audit Contract FY 2023-2024.

Kristie Wilson, Finance Director: This is the same contract that we had through the years. There is no change this year in costs from last year for Pattillo, Brown & Hill, LLP.

Commissioner Fahl: How much longer will we be able to use this same firm? Is it 6 or 9 years?

Kristie Wilson, Finance Director: I believe it is 6 for this new contract and I believe we have one more that we can do after this and then we have to go back out to bid after that.

Commissioner Fahl made a motion to approve the Audit Contract FY 2023-2024. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Approval of Amended and Restated Agreement between Landis+Gyr and the City of T or C.

Bo Easley, Electric Division Director: This is the revised agreement with Landis+Gyr. I have reviewed this with City Attorney Rubin. The contract is staying the same. They are just going up on their prices for data, center space, server hardware, software licensing, security, and annual server/software maintenance. We currently pay \$950 a year and for the 1st year it will increase by \$450 to \$1,400 and the second year will go up \$230 to \$1,630 and then for the 3rd year it will go up another \$232 to \$1,860 and level out at that price.

Mayor Pro-Tem Hechler: How often do we use these services?

Bo Easley, Electric Division Director: We use them every day for our AMI meters.

Mayor Pro-Tem Hechler made a motion to approve the amended and Restated Agreement between Landis+Gyr and the City of T or C. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Approval of Tenant Lease Agreement between Matthew 25 Food Pantry and the City of T or C.

City Manager Gonzales: Nobody from Matthew 25 was able to attend today. This is the lease agreement for them to move into the Nadine Gardner building which is owned by the city. It will be from the beginning of the fiscal year to the end of the fiscal year. The rent has been changed to pay the sum of \$500 per month, and utilities with the first due on July 1st.

Commissioner Fahl made a motion to approve the Tenant Lease Agreement between Matthew 25 Food Pantry and the City of T or C. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Memorandum of Agreement to make improvements to the City Shooting Range.

City Manager Gonzales: This Memorandum of Agreement was taken to County Manager Vaughn. I was asked to get the county's input of what they are going to do on our shooting range. I sent it to County Manager Vaughn and she has been extremely busy so I never got it back. All they are going to do is put what they are going to do at the range. They are going to put a road grater on the range and they are going to level it and push up the berm and make it bigger and safer. They are also going to clean out the sides and the far end of the range so nothing goes where it shouldn't go.

Mayor Pro-Tem Hechler made a motion to approve the Memorandum of Agreement to make improvements to the City Shooting Range with the stipulations that City Manager Gonzales approves the plan proposed by the County Manager. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Recommendation from the Airport Advisory Board to renew the EAA (Experimental Aircraft Association) Agreement. Assistant City Manager Alvarez

Item was moved before Item 11.

7. Discussion/Action: Appointment of two City Representatives to serve 3 year terms on the Sierra Vista Hospital Governing Board.

City Manager Gonzales: You have 3 vacancies on the Sierra Vista Hospital Governing Board. Two are for a 3 year term and one is for a 2 year term. We received two applications. One from Greg D'Amour and one from Bruce Swingle.

City Manager Swingle: I would like to serve on the 2 year term.

Commissioner Fahl made a motion to re-appoint Greg D'Amour to serve as a City Representative for a 3 year term on the Sierra Vista Hospital Governing Board. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Appointment of a City Representative to serve a 2 year term on the Sierra Vista Hospital Governing Board.

Mayor Pro-Tem Hechler made a motion to re-appoint Bruce Swingle to serve as a City Representative for a 2 year term on the Sierra Vista Hospital Governing Board. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Re-appointment of Don Armijo to the Public Utility Advisory Board.

City Clerk Torres: Don Armijo is a current member on the Public Utility Advisory Board, and his term to serve on the board will expire in June 2023. On May 15th the Public Utility Advisory Board recommended the re-appointment of Mr. Armijo to serve another 2 year term on the board.

Commissioner Fahl made a motion to appoint Don Armijo to serve another 2 year term on the Public Utility Advisory Board. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Re-appointment of Gil Avelar to the Public Utility Advisory Board.

City Clerk Torres: Gil Avelar is also a current member on the Public Utility Advisory Board, and his term to serve on the board will expire in June 2023. On May 15th the Public Utility Advisory Board recommended the re-appointment of Mr. Armijo to serve another 2 year term on the board.

Mayor Pro-Tem Hechler made a motion to appoint Gil Avelar to serve another 2 year term on the Public Utility Advisory Board. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Appointment of Priscilla Spitler to serve as a Member on the Library Advisory Board.

City Clerk Torres: The Library Advisory Board has a vacancy on their board. On April 24, 2023 the board unanimously requested the approval of the City Commission to appoint Priscilla Spitler to serve a 3 year term the Library Advisory Board.

Commissioner Fahl made a motion to appoint Priscilla Spitler to serve a 3 year term on the Library Advisory Board. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. EXECUTIVE SESSION:

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

Mayor Pro-Tem Hechler made a motion to go into executive session at 11:10 a.m. to discuss Threatened & Pending Litigation (*Erica Baker*) pursuant to 10-15-1(H.7). Commissioner Fahl seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Forrister reconvened the meeting in open session at 11:34 a.m.

Mayor Pro-Tem Hechler certified that only matters pertaining to Threatened & Pending Litigation (*Erica Baker*) pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken.

K. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 11:35 a.m.

Passed and Approved this 14th day of June, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: F.2

SUBJECT: Acknowledge Regular Lodgers Tax Advisory Board Minutes, March 27, 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 9, 2023

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-14-23

COPY

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD**

MINUTES

MONDAY, MARCH 27, 2023

REGULAR MEETING

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, March 27, 2023 at 12:00 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Jake Foerstner.

ROLL CALL:

Jake Foerstner, Chairman
Gina Kelley, Vice-Chairman
Linda DeMarino, Member
Victoria Harrington, Member
Jessica MacKenzie, Member

ALSO PRESENT:

Tammy Gardner, Executive Assistant
Lisa Gabaldon, Deputy Clerk
Harleigh Wilkins, Assistant Clerk

1. APPROVAL OF AGENDA:

Member DeMarino made a motion to approve the agenda.
Member Harrington seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a. Regular Meeting Minutes of January 23, 2023:

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

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

Nick Williams: I got a phone call last night that Miss Fiesta 1960 her name is Kathy Roberts so she mentions the bartender at the Moose Lodge a nice lady named Vanessa. She said that Kathy Roberts never got her crown for Fiesta 1960 so I called Frances Luna and she asked if she was senile because she is 80 years old. I am wondering if that would maybe be part of Lodger's Tax to maybe pay for her crown and maybe and get a banner it is only \$50 dollars.

Board Member DeMarino: That is not a Lodger's Tax function. It does not put heads in beds it sounds like a Fiesta Board consideration quite honestly.

Nick Williams: Yes but I feel like if the City messed up and I know that is not anybody's fault here but if they messed up in 1960 I am thinking the City should make a nice gesture and get a crown and banner that says Miss Fiesta 1960 finally gets her crown. The Moose Lodge is willing to get involved just something to think about.

Tammy Gardner Executive Assistant: If I may I do not know how it was in 1960 I obviously was not around but now the City is not involved financially other than we rent them the Civic Center but it is usually entity's like the Junior Women's Club they are actually the ones who hold the Miss Fiesta the city does not.

4. NEW BUSINESS:

a. Discussion/Update: Lodger's Tax Budget Report, Tammy Gardner:

Executive Assistant Tammy Gardner: The report is included in the packet and it is just the report you guys want to see. There is other reimbursements that came through prior to this meeting but were not paid but there are currently what we have paid out with all of these.

Vice-Chairman Kelley: Last time we got this report it said the physical activity was at \$212,000 why did it go down? I stand corrected was looking at the wrong chart so physical activity collections \$325,000 to date, for revenue?

Board Member DeMarino: That is probably just through January or something right?

Executive Assistant Tammy Gardner: No, it is actually through period ending 3/31 so it is current. Keep in mind that is your revenue and it does not include the \$52,000 that you have already expended or the breakouts of things and such but yes.

Board Member DeMarino: So then that is actually the \$169,026.

Vice Chairman Gina Kelley: That is pretty good I remember the days when we only took in \$150,000 a year.

Chairman Foerstner: So that \$169,026 is what we have to spend by the end of the physical year? How are they keeping track of that? How much do we need to spend so we don't lose any back to the state?

Executive Assistant Tammy Gardner: That would be a finance question so I can definitely find out what has been rolled over from last year?

Chairman Foerstner: We just need to find out what our last years rollover was and make sure we spend that by the end of next year.

b. Discussion/Action: A.C.T. Corp. Lodgers Tax Grant Application for Annual Fiesta Event:

Eric Downs: The main question we were asking ourselves from last year is how do will we spend this in this much time? It does not really seem feasible to advertise four of these festivals all at once, but we do want to use all of these funds from now through the end of the fiscal year. We want to get whatever we can't spend, to help us continue to market the whole Fiesta event. That is something we have not tried in the past.

Board Member DeMarino: The only problem is you have to expend your funds by the middle of May to get the cancel checks back. The reimbursements are due by the end of May, so you cannot spend money from an award from this year after that. It would just revert back if you do not spend it on this year's Fiesta.

Eric Downs: We can spend it on this year's Fiesta. That is how the proposal was initially wrote, but as we were advocating with other advisors, and other financiers. It does help with the financing.

Board Member DeMarino: I am not understanding what you are saying, if they pick you?

Eric Downs: Fiesta is asking for funds to use on advertising. I don't ever propose myself as a company, but if they ask me to do things for them. The application is for almost \$33,00 this year.

Board Member DeMarino: Is it a conflict of interest for you as a board member to receive funds or do you guys have a system in place for bidding so there is no perceived conflict of interest?

Eric Downs: We haven't really tackled that issue. We are looking for other providers, as opposed to me. The only funds that would go to his company (Rox Productions) are for digital services, but there are other people who can do digital advertising.

Board Member DeMarino: Tammy, did we receive the proof of non-profit certification?

Tammy Gardner, Executive Assistant: No, he mis-read the application and he was thinking that it could roll over from last year, but he is going to get it changed.

Vice Chairman Kelley: The name of the non-profit is A.C.T.; does it have periods in it? The reason why we are asking is because we could not find it on line as a registered non-profit.

Eric Downs: It is under the Alamogordo Kids Club.

Board Member DeMarino: Your application should have probably indicated that.

Vice Chairman Kelley: This is a huge ask, and that means that you have to front the money. Is Fiesta going to have \$33,000 to float all of this between now and Fiesta?

Eric Downs: They have a portion of it. We made this proposal under the assumption that they would use my firm. They do have another firm. Grants had the same problem, a lot of people try to spend these funds, but you can't.

Vice Chairman Kelley: Yeah, you need an ad agency, but you don't have one.

Chairman Foerstner: So, you are saying if they do choose you to do it you are fronting the funds.

Eric Downs: Yes.

Vice Chairman Kelley: He can't because then it is a conflict with the board. That is an IRS non-profit rule. I am just asking because we find with some organizations, they ask for a whole

bunch of money with grandiose plans, but when push comes to shove they don't have the money to front the bills so the money just rolls back to lodgers tax, and it is really unfortunate because we like to see it spent as we allocate it so people have to keep their expectations reasonable in their asks for how much they can actually spend. We are seeing if we can fix that, but I don't know.

Eric Downs: I spent over 48 in (13:45) I can definitely spend another 78 over the next quarter. This is just project one place and I do understand it kind of is a conflict of interest, I did not start as the President I was originally the music Chariman and we are still kind of seeking for a good president my roles are assumingly marking, leasing.

Chairman Foerstner: What about reports from the last award? I know that we had a 90 requirement that you do some kind of tracking.

Vice Chairman Kelley: I have all of that I had sent it to you.

Chairman Foerstner: Yes I know I have it in my hands.

Eric Downs: We have not been refunded this fiscal year which is why we were under the impression we needed to do the report, they did a report in July of last year the last year's fiscal year and since it was a new fiscal year they were under the impression they didn't have to do anymore (14:38). But we have corrected that.

Board Member DeMarino: Do you guys have the Lodger's Tax packet that spells out what all of the requirements are? Because everything is in there like what you need to apply such as the 9/90, the proof of Non-Profit, like what you are supposed to do the previous year and in what time period. Because what I am hearing is "We didn't know" but we as a Board have compiled all of this so the expectation is that the people who are getting thousands of dollars are complying with the requirements.

Vice Chairman Kelley: I did get and thank you Tammy for sharing that, we did get the reimbursement request that you submitted and that had great information in it for all of your website analytics and all of your social that was great but the one thing that we really needed wasn't in there and that was how many people came from out of town because our mission is to but heads in beds, Fiesta is a great event mostly local people go so we needed back up to show that all the investment you spent on marketing out of town is paying off for you. So, I looked back through the Visitors Center stats for last may and 28 people came from out of town that visited the Visitors Center that came for Fiesta specifically so that is the kind of thing that we were looking for and in fact in your application last year you said that you were going to provide that and that was one thing that we did not see so that is why we're a little bit concerned because \$33,000 and you're estimating 3,000 people that is \$110 per person investment in Lodger's Tax and I don't see how we can realistically expect to see that same path back and more. I know it sounds like we're nitpicking but we are responsible for public money so we have to really mind our P's and Q's if you understand we are not trying to pick on you.

Rolph Hechler: If I may answer a couple of your questions. I am on the Commission so I need to repute myself from the commission so that I can speak now or not speak now and then work on things. We have \$13,000 in the bank we anticipate as we did last year we get about \$7 -8,000 in concessions and we get another \$7,000 about in Sponsorships so that is how we've got to get our money up front so, between those two and the other money that we'll make it pretty much even. Last year we used A.C.T. it is a non-profit we were on the assumption it was still good I wasn't involved in that part of it so it should be there should be good I used it for Virgin Galactic when we got their sponsorship last year they were satisfied with it we can re submit that shouldn't be a problem as far as the conflict of interest goes last year we entertained bids from several clients we always go with the lowest bid because Eric is in the business he did some things for us that nobody else could at a reduced price so he didn't make any money on it but we were able to get those things done. This year for instance we (18:02) provide the music background for all of the bands and another person came in at a lower price so we went with that one instead. So Eric is a great resource to have on our Board and we use him where we can he has been very forthcoming as far as getting us (18:25) and things like that a lot cheaper than anyone else can so it's not really a conflict there but if somebody undercuts Eric then we'll do it that's not a problem for us at all.

Chairman Foerstner: My biggest concern is tracking and I know last year they said they were going to do some kind of tracking at the Fiesta itself maybe at the Visitor's Center booth or the main booth.

Rolph Hechler: We did have a booth set up where we did wear the T-shirts that were provided and then we ask folks where they came from so there was some tracking it was a lot of folks from out of town. We have 54 vendors and almost all of them came from out of town, some from Tucson, Colorado, a lot of them came from El Paso that tracking is available as far as the vendors go. Vendors bring their families and everybody else and that is just the vendors and the tracking is there I don't know why it wasn't provided I wasn't I wasn't involved in that process.

Chairman Foerstner: Can anyone here answer how it will be done this year like how/what you will provide in the next 90 day report.

Gizel Callahan: This year it was my proposal to the Board to create a visitor booth where people can sign in. I own bakers market and we are providing the buttons so we will give buttons out to people saying they attended Fiesta or they were a friend of Fiesta and that is how we plan to track it not only who you are and where you're from but where did you stay and what did you eat? We could get some real good detail into this.

Eric Downs: (21:56- 22:30)

Board Member DeMarino: Can I ask about Hulu? Who is the market for Hulu?

Eric Downs: It would be 35,65 people with internet. (22:48 – 22:55) At the same time they were also pitching an idea of buying the spots after a use cycle up in Albuquerque and El Paso and that works we did that in Houston (23:07- 23:55)

Board Member DeMarino: The digital boards usually require more than one month of a contract.

Eric Downs: (24:03- 24:07)

Board Member DeMarino: Well that's good to know because I couldn't figure out how you were going to swing that.

Eric Downs: The big billboards they won't be available for Fiesta like the ones on the interstates they are like 6-7 years out.

Board Member Mackenzie: Eric I have a question about the \$3,000 dollars for the t-shirts do you sell those t-shirts or are they all given away?

Eric Downs: They are all given away.

Board Member Mackenzie: How many t-shirts do you get for \$3,000

Eric Downs: 250 of them, they are almost \$10 a piece plus shipping we have a better bid from Morning Star. Our bids last year were kind of split amongst local providers. So, this year we're looking at going with one provider the board has opted to a local provider. Morning Star has got us a pretty good deal will probably be about 2 dollars a shirt.

Vice Chairman Kelley: I wanted to ask about the banners are they over the street are they hanging from light poles? How are you doing that?

Eric Downs: We have talked to some businesses about hanging them on the businesses out front, stretching them out on the poles in front of the El Cortez.

Vice Chairman Kelley: No this says Las Cruces, Hillsboro, El Paso, Albuquerque, Socorro, and Silver City.

Eric Downs: Those are the ones that are flyer banners at the events, if they want our banner there as well.

Board Member DeMarino: This social media Facebook, Instagram, you would take 20% of that?

Eric Downs: That is for the creation of the assets themselves.

Vice Chairman Kelley: That would go under creative not be the actual ad cost. Because actual ad cost is really cheap.

Eric Downs: (27:29- 27:32)

Vice Chairman Kelley: The ad cost is what you get charged by Facebook. It's the creative that is all of the energy you put into creating the ads. So that is kind of a separate thing.

Eric Downs: This is the same one as the following one we had before.

Vice Chairman Kelley: Right and we said the same exact thing then.

Board Member DeMarino: We like to seek, if somebody is getting money for creating the social media we like to see that as a different line item.

Vice Chairman Kelley: Because that is creative design that is a whole different thing. That is why we questioned it.

Board Member DeMarino: Plus two if you are then printing out all of the data afterwards we don't have to rule out the \$600 and wonder what happened to it because it's all right there in front of us. So that would be \$2400 then for social media. \$2500 for the Sentinel.

Vice Chairman Kelley: The Fiesta weekend beer garden on the back we can pay for security that's legal.

Eric Downs: (29:30- 29:37)

Board Member Mackenzie: On the line item it says that you are asking for it.

Vice Chairman Kelley: I've got last years reimbursement form.

Eric Downs: It says here the treaty was paid through the TorC PD and we asked for 96 and we got and received 96 PO. But they weren't the security for the beer garden.

Board Member DeMarino: If you had to knock \$10,000 on here where would you take it from?

Eric Downs: Print or billboards, I just don't really support print or billboards I would take it out of Hulu.

Board Member DeMarino: I don't know that billboards in Hobbs, Alamogordo, and Deming I don't really see them coming.

Eric Downs: That side of the state is our oil rig families.

Board Member Mackenzie: So Hulu is 5, the billboards are 3, so that is knocking 8 down. The local Sentinel how do you all feel about spending \$2500.

Eric Downs: We know she's local and has always been a big supporter.

Chairman Foerstner: Can I ask when did you get the award for last years Fiesta? When did the Lodger's Tax award you guys?

Vice Chairman Kelley: It was about this time.

Chairman Foerstner: How come you guys didn't spend the 11k that we gave you and only spent 9?

Eric Downs: We lost a big chunk of it because the live radio station broadcast, we only got half of that back because it turned out to be a impractical we definitely wouldn't do that again just straight radio ads both in English and Spanish. Another portion of it is we didn't have access to Instagram it wouldn't share, we have corrected that problem.

Board Member DeMarino: The other thing is the Fort Bliss Monitor went out of business so that's why you didn't spend that money.

Vice Chairman Kelley: The other thing that didn't come out is the beer garden thing because if the security for the beer garden is provided by the vendor then that can come out. So that is your \$10,000 right?

Board Member DeMarino: Yeah I was just wondering right off the top what can we look at?

Vice Chairman Kelley: You know we support Fiesta that's not even an issue, just \$110 a person is a bit much. Another thing is that last year you said that you would apply earlier so you could start your marketing earlier so hopefully next year you will come to us in January.

Eric Downs: I was actually thinking more around August.

Vice Chairman Kelley: Well yea you could.

Board Member DeMarino: I think that we should actually the ideas for banners or anything that is going to promote it later should be a later ask.

Vice Chairman Kelley: I think so too.

Eric Downs: I wasn't president for October, November they approached me and asked me to step in.

Board Member MacKenzie: Didn't you say that the 101-golf bravo and the Addams radio that's the same market?

Eric Downs: It is the market (33:44-33:56)

Board Member MacKenzie: So potentially we could cut out one of those and you could choose whichever of the two you thought was more up in the market that would come families. If we take out the banners the \$1500, the Hulu for \$500, the digital billboards for \$300 per his suggestion one I thought to him but eliminate \$3,000 of the 101- gold or add the board will pick which advertising they want to go with and then the \$2,000 dollar beer garden.

Executive Assistant Tammy Gardner: If I may, the reason why they wanted security last year and I'm sure it's going to go for this year too is because the vendors are left there overnight.

Rolph Hechler: If you recall the set up for Commands Center right there in the middle they staff that for the entire time and that is a great deterrent for any problems that we may have so it's pretty necessary.

Board Member DeMarino: So maybe cut that down by \$1,000 because last year they spent \$960.

Chairman Foerstner: Are you guys going to have shade this year? That's what it really needed there really.

Board Member DeMarino: Let's say two shades "20X40" for \$2,000 so we add \$2,000 back in.

Board Member MacKenzie: So that brings us up to \$22,000

Board Member Harrington: \$22,100

Board Member DeMarino: The expectation is that 90 days after the event will be standing in front of us giving us data on here's how many people came from out of town or here are the people that signed in and here is where they came from, where they stayed, here's how long they stayed. We want to know that the money that we're giving you is doing what it's intended to do which is putting heads in beds.

Chairman Foerstner: Besides your booth you can also request from at least the big 3 but all of the hotels you could with their occupancy and do a comparison.

Board Member DeMarino: The rock and gem show did a really good thing they had a raffle and on the raffle it said, "your name" and contact info which was an email so they're creating an email list and then did you stay the night in town, how many nights? How many people were in your party? The only other thing I would've liked to have seen is where did you come from? Because it helps for marketing next year and then they were just giving away rocks and people were standing there waiting to fill out raffle tickets.

Member DeMarino made a motion to approve the A.C.T. Corp. Lodgers Tax Grant Application for Annual Fiesta Event for \$20,000. Member MacKenzie seconded the motion. Motion carried unanimously.

c. Discussion/Action: Elephant Butte Chamber of Commerce Lodgers Tax Grant Application for the 2023 Marketing Project:

Will Dooley: Last year the Elephant Butte Chamber of Commerce worked with (41:01) Broadcasting on a marketing program that proved to be pretty successful for us. It involved billboards in Las Cruces, print advertising in Neighbors Magazine and then our own (41:16-41:20). We are inviting you guys if you would like to join us this year it is going to consist of getting 13 down here to film TorC, Hot Springs Art Gallery that kind of thing we would probably try to do it on an art walk night, I can't say we'd begin to film by the second weekend in May I would have to see the broadcasting schedule is if you guys decide to come out and join us. They are very easy to work with, the video turned out fantastic for some reason he was able to take the fires guide and turn it into sunset I don't know how he did it I guess they were pretty (42:06-42:09) and then the other thing we are asking is for a physical billboard that would involve the whole of Sierra County and it would be on the road from Lubbock to Roswell there where the oil people are coming in and it would just basically be 1/3 it would be the late TorC Hot Springs art gallery (42:36) is one we've thought of recently. This is just an invitation for the request we just want you guys kind of know what we're doing and see if it is something I think that we're better together than we are apart and we've promoted under the last year was Elephant Butte come find your space and this year it's going to be Sierra County come find your space and tying in with the (43:03) space the art based business space relocating space ACE port it worked really well.

Board Member DeMarino: We recently saw a billboard that had like 3 different things on it and it was so much that people going past didn't have to time to discern what is on the billboard so you just have to be careful with too much.

Will Dooley: I think it would be visual the Sierra County tourism website right in the middle and then at bottom paid for by Sierra County, T or C and Elephant Butte Lodger's Tax. Then we would get analytics by how many people are on the website.

Vice Chairman Kelley: Are you asking Sierra County and Elephant Butte for partnership?

Will Dooley: Yes we are asking for \$5,000 which is what Elephant Butte help fund last year.

Board Member DeMarino: Is there any way to track?

Will Dooley: Yes, we can track through our reimburse, year over year on the weekend those of us that are not members we give certain (44:13) to people that are members of the T or C chamber and work with them and we would use year over year numbers to see if there is an increase, it hasn't been done because we only have one hotel. Anything that

happens in Elephant Butte puts heads in your beds. We are then coming up with a weekend of fireworks the 25th Anniversary, we have the big golf tournament this September that brings in 50-60 teams from out of town and we provided those analytics.

Vice Chairman Kelley: Another problem might be and I'm going to check with Tammy on this is that at this point we can only fund expenses for this fiscal year.

Executive Assistant Tammy Gardner: Correct

Will Dooley: The contracts are ready and all it would do is we would schedule at time to go ahead and sign the contract with Neighbors.

Executive Assistant Tammy Gardner: What you would have to do is, they would amend your amount to be what you're going to pay for this fiscal year and then what you're going to do is the next Lodger's Tax board meeting you're going to come back.

Board Member DeMarino: You know you're using the Sierra County website T or C is going to get exposure like you said you only have one hotel at this point so I do see how people would end up in T or C from this.

Vice Chairman Kelley: I guess we've got to figure out, you've got \$14,000 in pro rate.

Chairman Foerstner: But you can spend five this fiscal year, that's what you're asking us for?

Will Dooley: I would say three that would give us the scheduling for the website, we could get the video production done and paid for providing we could get it done by May and if we can't then we would be happy to come back.

Board Member DeMarino made a motion to fund the Elephant Butte Chamber of Commerce Lodgers Tax Grant Application for up to \$5,000 this fiscal year. Vice Chairman Kelley seconded the motion. Motion carried unanimously.

d. Discussion/Action: Public Arts Advisory Board Lodgers Tax Grant Application for the Hot Mineral Well Project:

Cary "Jagger" Gustin: I am representing our City Public Art Advisory Board this morning, this is a public board and we're charged with placing artwork on city buildings and in parks and for the past several years we've been working really diligently to rehab the city owned fountain downtown by the museum and we've determined that it needs a new well. In your packet this morning on your minutes of July 25th meeting under new business item F I came before you and told you that I would be coming back and requesting \$15,000 additional funding to help with the project so we're now asking for that. We have a contractor on our Board she has carefully reviewed the estimates we're confident that we're going to be able to give the city a really good deal in your packet again these are the estimates Malden drilling \$15,396.04, Borderland Construction for removing flagstones and replacing \$3,255.00, Zia Electric for placing a new electrical pole \$2,085.00 and a well drilling permit \$1,500 so that total is \$20,736.04. This city Public Arts Advisory Board by ordinance receives 1% from your Lodger's Tax fund every year to do the work so in that fund right now there's \$9,013.69 the Arts Council has \$3,957.98 in the Public Art fund to contribute so that's of \$12,971.67, we're short \$7,964.37 but we're requesting \$15,000 so we can complete the project. There's going to be some stuff that we're not aware of yet and we don't want to have to come back this has been going on for 3 or 4 years its city owned and it needs to work.

Chairman Foerstner: And you got Malden to get this done before the end of the year?

Cary "Jagger" Gustin: Yes

Board Member DeMarino: You just got the estimates very recently?

Cary "Jagger" Gustin: Yes

Board Member DeMarino: Okay, first off I have to tell you being on the Lodger's Tax board I was like how on earth can we justify fixing a well how does that put heads in beds? I basically came to the conclusion as it sits right now people are not taking pictures of it because there is no water going through it and there's no hot springs but when it was running I saw way more pictures of it online and people talking about the Hot Springs and so I have come to the conclusion that, that is how it ends up getting heads in beds is having those people take pictures and put them out there.

Vice Chairman Kelley: I'm with you on that it is a real asset to our community that is underutilized right now.

Cary "Jagger" Gustin: It's the first introduction that tourist and visitors have to our hot mineral water and they look and wonder why it doesn't work. The museum just explains that there is a problem and this has been going on for 3-4 years and it needs to work. We're confident if you fund \$15,000 we'll be able to finish it. I don't want to have to come back I want it done and working.

Chairman Foerstner: If there is no unforeseen problems you're still going to use the full SEAC fund and the Public Arts Fund?

Cary "Jagger" Gustin: Correct and what we don't use we'll turn back to the front.

Board Member DeMarino: So we'll see those expenditures, the \$9,000 and the \$3,900?

Cary "Jagger" Gustin: Yes ma'am

Board Member DeMarino made a motion to fund \$15,000 for the Hot Mineral Well Project. Vice Chairman Kelley seconded the motion. Motion carried unanimously

e. Discussion/Action: Uplifting Spirits Lodgers Tax Grant Application for the Turtleback Mountain Music Festival and Elephant Butte Balloon Regatta:

Vice Chairman Kelley: Something that's not on this chart is the uplifting spirits.

Executive Assistant Tammy Gardner: They're not on it because they haven't signed the contract yet because they're bringing back their application.

Vice Chairman Kelley: But they're not here

Executive Assistant Tammy Gardner: She is in Arizona dealing with family getting things in order but she did leave a number and Lisa should be handing it to you.

Vice Chairman Kelley: I don't think we need to call her I know what's changed I already figured it out. The only thing different in this application to the new application is that they doubled the expense for porta potty's and the billboards went from \$5,000 to \$8,500 and that is because we instructed them to find billboards in southern New Mexico because they were only doing I40 we thought it made more sense in June to advertise down here then up there.

Board Member DeMarino: \$8,500 is an awful lot for billboards.

Vice Chairman Kelley: They are very expensive in those markets. I guess we do need to call her and ask her how long they're going to run. My personal feeling is I think that we already awarded \$24,675 and I think that they can work with that.

Board Member DeMarino: I agree as well because they don't have a Facebook page that's working, they don't have a website so what it's going to say on the billboard? It's hard to justify an expense like that.

Chairman Foerstner: They haven't spent of the money yet have they?

Executive Assistant Tammy Gardner: No because they haven't signed the contract.

Board Member MacKenzie: There's \$2,000 for 28 t-shirts?

Vice Chairman Kelley: Along with passes

Board Member DeMarino: That wasn't on the original one, right?

Vice Chairman Kelley: No, you're right I think that the t-shirts were though.

Board Member MacKenzie made a motion to leave the award previously submitted. Board Member DeMarino seconded the motion. Motion carried unanimously.

5. COMMENTS FROM THE BOARD

Board Member DeMarino: I just have to say I am super impressed with the rock and gem show that happened this weekend not only did they use the marketing money from the Lodger's Tax Board in the most appropriate ways and I mean you could tell they went above and beyond they made sandwich boards that were out in the street that said two miles ahead their marketing was so good and it really showed because I mean 1,800 people on the first day and I don't know how many the second day but it was a great event especially for first event.

Vice Chairman Kelley: Joey is filling in at the Visitor's Center for me today and since I'm here and she was out there at the SCRAGS booth and she said that vendors told her that they sold three times as much stuff on Saturday that they had done at all of the other gems shows that they've worked combined. They started marketing earlier they had that big ad in New Mexico Magazine I think that was a big pay off. I worked the Visitors center over the weekend and we had a lot of people that came into town specifically for rock & gem only issue that I have is when it's being held because everything is full and so what ended up happening was people were staying in Elephant Butte at the Inn, I didn't even know it was open and taking guest but

everybody else was full and now I've just heard that there was a huge AA conference at the High School over the weekend that I didn't even know was in town there was a huge demand between spring break, AA conference, our normal spring visitors and then this event.

Board Member DeMarino: March, April, October always packed ultimately, we're just displacing the people that were already going to be here so it's really hard to calculate additional benefit. If they could go at the beginning of March which is a slower time plus back in the day when we had a restaurant we would see all of the people coming to and from Tucson and there were people that would stay in T or C on their way to Tucson but they would stay for a while so we already have that traffic coming through here at the time.

Chairman Foerstner: I have a request I think that we made the deadline for applicants two weeks before so we could get it one week before and I'd just like to reiterate if that's possible and I'd really like to get our packets one week before so we have some week days to look them over instead of getting them Friday afternoon and I can't see it because I am gone on the weekend.

Executive Assistant Tammy Gardner: That's not really under my control that would be the Clerk's office.

Chairman Foerstner: I had figured that was Angela can we pass that on to Angela if it can be a week before or try for it? Just to get the application so we can read the application before the meeting not counting the weekend.

Executive Assistant Tammy Gardner: Now I can definitely cooperate with Lisa and Angela but it's not necessarily that you're going to be receiving the packet because the packet is created by the clerk's for open meetings act that is why you get it Friday afternoon because that's got your agenda and everything they're meeting the requirements of the deadline for open meetings act now as far as applications what I can do is as soon as I receive them I can go ahead and get them sent out to you and tell you heads up this is may or may not be on the agenda.

Chairman Foerstner: If you could do that it would be great because the applications are what I wanted to read ahead of time the agenda I can read the day of. Can you send us all the applications even if they haven't done the agenda?

Executive Assistant Tammy Gardner: I can just remember don't respond to all of us. So, you don't want me to sporadically just send them?

Chairman Foerstner: I think that all at once one week before would be perfect that way, we're not tracking down emails it's just one big email and then we get another email for the agenda.

Vice Chairman Kelley: The next meeting the last Monday in May is May 22 just a reminder that I talked to "Jagger" about some brochures that need doing I am going to be emailing out the follow up reports to the people that have not done them yet because I am sure that we'll start

getting request from the Veterans museum to do their billboard contracts again things like that because we need to have that for our next meeting so when they ask for money we'll have them in hand.

6. COMMENTS FROM STAFF

7. ADJOURNMENT

A handwritten signature in black ink, appearing to read "G. L. Kelley". The signature is written in a cursive style with a large, stylized "K" and a long, sweeping underline.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: F.3

SUBJECT: Take Home Vehicle Form
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 9, 2023
SUBMITTED BY: Angela A. Torres
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle request is for Armando Ramirez in the Police Department.

Recommendation:

Approve take home vehicle form.

Attachments:

- Take-home vehicle form

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-14-2023



Take Home Vehicle Authorization Request

Employee: ARMANDO RAMIREZ Department: TRUTH OR CONSEQUENCES P.D.

Position Title: OFFICER Commute Miles/Day: 75.9

Employee Address: 4625 Pulsar Ave, Las Cruces, NM 88012

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

☒ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.

☐ **On-call Status:** Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.

☐ **Other:** explain _____

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

Armando Ramirez
Employee's Signature

6/2/2023
Date

[Signature]
Department Director Signature

☒ Approved ☐ Denied

Commission

☐ **Approved**

☐ **Denied**

Amanda Forrister, Mayor Signature

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: F.4

SUBJECT: May 2023 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: June 2, 2023
SUBMITTED BY: Silke Kapela, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for May 2023

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,855,678.38

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Silke Kapela, Account Payable

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 6-14-2023

Accounts Payable Transfer Sheet - 2022-2023 FY
Post Date Ending: 5/1, 5/5, 5/10, 5/11, 5/12, 5/18, 5/19, 5/25

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>							<u>GRAND TOTAL</u>	<u>Fund Numbers</u>	
		5/1/2023	5/5/2023	5/10/2023	5/11/2023	5/12/2023	5/18/2023	5/19/2023	5/25/2023	TRANSFERS	
101	General	\$450.00	\$44,169.29			\$90,006.54		\$20,073.95	\$70,613.69	\$225,313.47	101
201	Local Government Corrections		\$18.00							\$18.00	201
209	State Fire		\$10,293.28					\$5,512.54	\$3,665.09	\$19,470.91	209
211	Law Enforcement Protection		\$2,291.69			\$850.00		\$465.00	\$5,648.20	\$9,254.89	211
214	Lodger's Tax		\$2,279.23			\$5,167.14		\$13,447.44	\$12,863.47	\$33,757.28	214
216	Street Renovation		\$5,762.54			\$3,120.70		\$6,928.53	\$729.03	\$16,540.80	216
217	Municipal Recreation									\$0.00	217
260	Fiscal Recovery Funds							\$7,537.67		\$7,537.67	260
294	State Library					\$15,595.24		\$63.14	\$214.26	\$15,872.64	294
295	Municipal Pool		\$817.48			\$40.10	\$150.00	\$102.17	\$3,268.51	\$4,378.26	295
296	PD-GRT Fund					\$79.88			\$11,212.78	\$11,292.66	296
298	PD-Donations									\$0.00	298
302	Electrical Construction									\$0.00	302
303	Veterans Memorial								\$148.74	\$148.74	303
304	SJOA - Grants									\$0.00	304
305	Capital Improvement General									\$0.00	305
306	Capitlal Improvement Joint Utility		\$20,835.00						\$16,165.00	\$37,000.00	306
307	Golf Course Improvements									\$0.00	307
308	USDA -Sweeper									\$0.00	308
309	USDA-Wastewater									\$0.00	309
310	R&R-Emergency									\$0.00	310
311	R&R-Sewer									\$0.00	311
312	R&R-Airport							\$124,559.01		\$124,559.01	312
313	R&R-Water									\$0.00	313
314	CDBG - Grant									\$0.00	314
315	CI Reserve- Non Capital Equipment					\$21,772.02				\$21,772.02	315
316	Emergency Reserve									\$0.00	316
320	USDA Water System Improvements									\$0.00	320
321	Water System Improvements								\$662,938.95	\$662,938.95	321
360	NMFA Projects									\$0.00	360
370	Water Trust Board Projects							\$7,346.43		\$7,346.43	370
380	Community Development							\$4,986.20		\$4,986.20	380
403	Pledge State Tax		\$24,052.03			\$19,982.55			\$364.70	\$44,399.28	403
501	Cemetery							\$708.84		\$708.84	501
502	Utility Office		\$950.71			\$297.68		\$1,087.28	\$985.79	\$3,321.46	502
503	Electric Dept		\$7,625.34	\$3,851.91	\$3,570.05	\$196,143.32		\$92,304.00	\$2,639.02	\$306,133.64	503
504	Water Dept		\$75,614.82	\$966.26		\$7,027.94		\$12,383.14	\$6,064.16	\$102,056.32	504
505	Solid Waste		\$12,711.97	\$1,582.35		\$59,107.91		\$51,139.38	\$1,441.13	\$125,982.74	505
506	WasteWater		\$32,829.95			\$6,686.69		\$3,525.06	\$4,361.38	\$47,403.08	506
507	Solid Waste Landfill/Collection									\$0.00	507
508	Golf Course		\$1,553.21			\$1,183.30		\$5,438.48	\$2,792.09	\$10,967.08	508
509	Municipal Airport		\$867.65			\$988.72		\$3,947.27	\$709.15	\$6,512.79	509
600	Internal Service Fund		\$4,543.66			\$1,116.21		\$345.35		\$6,005.22	600
	Grand Total-Accounts Payable	\$450.00	\$247,215.85	\$6,400.52	\$3,570.05	\$429,165.94	\$150.00	\$361,900.88	\$806,825.14	\$1,855,678.38	



Truth or Consequences

EOM AP REPORT

By Fund

Payment Dates 5/1/2023 - 5/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
CIVICPLUS, LLC	251601	01/06/2023	OPEN PO FOR FY 22/23	101-1001-43740	450.00
MIKE TORRES DBA CD TECHNO...	1008	05/04/2023	IT SERVICES AUGUST 1,2022 TO ..	101-1018-48598	958.42
POLICARPIO V BUSTAMANTE - ...	104.23	05/04/2023	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
NM EDGE	11449	05/04/2023	NM EDGE SPRING HONING CLA...	101-1003-42720	630.00
WILSON & COMPANY, INC. ENG...	115623	05/04/2023	ON CALL GRANT MANAGEMENT..	101-1010-48598	6,571.85
THE LINE, LLC	1682-5	05/04/2023	PURCHASE OF UNIFORMS FOR ...	101-1008-42620	554.41
THE LINE, LLC	1986	05/04/2023	ACO PANTS (KNUL, T.)	101-1008-42620	69.00
INVENTORY TRADING COMPANY	248490	05/04/2023	T OR C COLD GEAR HOODIE	101-1007-44607	580.11
INVENTORY TRADING COMPANY	248490	05/04/2023	T OR C COLD GEAR HOODIE	101-1008-44607	114.29
THE CLUB OF SIERRA COUNTY	31023	05/04/2023	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	1,250.00
LYNN'S LANDSCAPE	311	05/04/2023	TREE TRIMMING AND STUMP R...	101-1009-47415	5,842.73
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	BOUNTY PAPERTOWELS	101-1004-44606	31.57
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	KLEENEX	101-1004-44606	45.00
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	FOLDERS 2 DIVIDERS - HR	101-1004-44606	59.92
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	BANKERS BOX STORAGE FILES	101-1004-44606	100.74
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	FILE POCKETS LEGAL	101-1004-44606	210.80
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	AVERY FILE LABELS	101-1004-44606	28.94
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	BUSINESS CARDS (STAPLES 1000)	101-1004-44606	24.47
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	DYMO ADDRESS LABLES - 6 RO...	101-1004-44606	20.99
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	STAPLES COPY PAPER	101-1004-44606	259.90
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	STAPLER - AP	101-1004-44606	10.88
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	KEYBOARD - AP	101-1004-44606	20.67
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	WIRELESS MOUSE - AP	101-1004-44606	29.19
STAPLES CONTRACT & COMME...	3535950050 & 3535950050	05/04/2023	AVERY INDEX AND LABEL DIVID...	101-1004-44606	306.96
CENTRAL SQUARE TECHNOLOGI...	380776	05/04/2023	REPORT MANAGEMENT SYSTEM	101-1007-43815	12,800.30
SILVERSKY, INC.	479367-SI	05/04/2023	EMAIL SERVICE OPEN PO FY22/...	101-1018-43815	248.02
JAIME F. RUBIN, LLC	512023	05/04/2023	GRT	101-1000-43597	433.50
JAIME F. RUBIN, LLC	512023	05/04/2023	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	5,277.25
INTEGRATED TECHNOLOGIES G...	7632, 7640	05/04/2023	IT SERVICES	101-1002-48598	337.31
STAPLES CONTRACT & COMME...	8070000430	05/04/2023	HP 952XL INK COMBO	101-1006-44606	187.48
STAPLES CONTRACT & COMME...	8070000430	05/04/2023	TOILET PAPER	101-1006-44607	46.16
THE LINE, LLC	89940	05/04/2023	UNIFORMS (NEW HIRE KNUL, D...	101-1007-44607	86.50
CITY UTILITIES	C-D APRIL 2023	05/04/2023	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	6,069.03
NEW MEXICO GAS COMPANY, L...	INV MAY-2023	05/04/2023	GAS BILLS/ANIMAL SHELTER FY ...	101-1018-43780	62.90
SIERRA COUNTY ARTS COUNCIL	04212023	05/11/2023	DEPOSIT REFUND FOR ART SH...	101-1099-34348	250.00
EDWARD STONE	05022023	05/11/2023	DOG STERILIZATION REFUND	101-1099-34343	25.00
WESTERN FIX, LLC	05062023	05/11/2023	DEPOSIT REFUND FOR DANCE	101-1099-34348	400.00
BEATRICE SANDERS	05082023	05/11/2023	20% TRAVEL JUDGE CONFEREN...	101-1002-42720	127.36
AMAZON CAPITAL SERVICES, IN...	1RQ1-DPTT-LTWH	05/11/2023	ROLL BAGS-UNIVERSAL PET WA...	101-1009-44607	223.85
AMAZON CAPITAL SERVICES, IN...	1RQ1-DPTT-LTWH	05/11/2023	TORK PAPER HAND TOWEL ROLL...	101-1009-44607	86.98
AMAZON CAPITAL SERVICES, IN...	1RQ1-DPTT-LTWH	05/11/2023	SIMPLE GREEN 14010 INDUSTR...	101-1009-44607	219.95
AGNS CONSTRUCTION LLC	70	05/11/2023	REMODEL MEN/WOMENS BAT...	101-1009-80845	46,644.68
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1001-41226	149.45
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1003-41226	327.76
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1004-41226	337.15
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1006-41226	120.67
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1007-41226	975.61
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1008-41226	113.11
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1009-41226	108.29
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1010-41226	96.74
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1011-41226	320.74
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1012-41226	121.99

EOM AP REPORT

Payment Dates: 5/1/2023 - 5/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1014-41226	174.60
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	101-1016-41226	204.66
A-N-J CARPET AND TILE CLEAN...	000960	05/12/2023	FLOORING FOR LOBBY AREA	101-1007-43403	676.54
WEX BANK	04012023	05/12/2023	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	5,047.01
WEX BANK	04012023-5	05/12/2023	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	620.89
WEX BANK	04302023	05/12/2023	WEX BANK FUEL CARD OPEN PO...	101-1014-43316	521.06
SUPERIOR WEED AND PEST LLC	1014	05/12/2023	BARRICADE PRE-EMERGENT 40...	101-1009-44607	880.00
SUPERIOR WEED AND PEST LLC	1014	05/12/2023	LABOR, CALIBRATION, MIXING, ...	101-1009-44607	434.00
SUPERIOR WEED AND PEST LLC	1015	05/12/2023	SPRAYING FOR WEEDS	101-1009-48599	694.40
COPPLER LAW FIRM, P.C.	11978/11974/11980	05/12/2023	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	584.89
MOBILE MEDICAL EXPRESS LLC	1321	05/12/2023	RANDOM TESTING	101-1004-48599	1,769.36
TALON SEPTIC & POTTY SERVICE	1537	05/12/2023	RENTAL OF PORTABLE TOILETS ...	101-1009-43465	1,000.00
SUN VALLEY, INC.	168783, 168792, 168820, 1688...	05/12/2023	OPEN PO FOR FIELD SUPPLIES	101-1009-44607	375.43
FUZZY LOGIC	20220831	05/12/2023	NEW CLIENT DISCOUNT	101-1000-44606	-300.00
FUZZY LOGIC	20220831	05/12/2023	STUDIO RENTAL	101-1000-44606	300.00
FUZZY LOGIC	20220831	05/12/2023	PHOTOGRAPH FEES	101-1000-44606	500.00
TDS	20230501	05/12/2023	INTERNET SERVICE/PD OPEN PO...	101-1007-43775	149.00
BAKER & TAYLOR, INC.	2037240876, 2037243514, 203...	05/12/2023	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	1,020.48
BAKER & TAYLOR, INC.	2037430172, 2037230173, 203...	05/12/2023	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	1,425.76
CIVICPLUS, LLC	259079	05/12/2023	OPEN PO FOR FY 22/23	101-1001-43740	275.00
OFFICE DEPOT	311027959-001	05/12/2023	OFFICE SUPPLIES	101-1007-44606	686.84
MORRIS APPRAISAL SERVICE INC	462023	05/12/2023	CELL TOWERS - W. 2ND WATER ...	101-1010-48598	4,874.09
SIERRA VISTA HOSPITAL / SIERR...	55039C15467-5	05/12/2023	COLLECTION FEE FY 22-23 OPEN...	101-1004-48599	125.00
MPG SERVICES, LLC	5563	05/12/2023	REPLACE A/C AT CIVIC CENTER ...	101-1014-43403	10,698.30
SIERRA AUTO/CARQUEST	6016-311708	05/12/2023	FN Y. 35.WIRE	101-1009-44613	23.15
SIERRA AUTO/CARQUEST	6016-311708	05/12/2023	XBO WELDING GLOVES	101-1009-44613	29.99
SIERRA AUTO/CARQUEST	6016-311708	05/12/2023	CUTOFF WHEEL	101-1009-44613	11.28
SIERRA AUTO/CARQUEST	6016-311708	05/12/2023	FN Y HELM	101-1009-44613	56.04
SIERRA AUTO/CARQUEST	6016-311877	05/12/2023	CV AXLE	101-1007-47420	333.74
SIERRA AUTO/CARQUEST	6016-311878	05/12/2023	OIL OW20 FULL SYN	101-1007-47420	22.74
SIERRA AUTO/CARQUEST	6016-311878	05/12/2023	OIL OW20 FULL SYN	101-1007-47420	28.41
SIERRA AUTO/CARQUEST	6016-311879	05/12/2023	DECK SPRAYER	101-1012-44607	60.99
SIERRA AUTO/CARQUEST	6016-312393	05/12/2023	PUMP FUEL VACUUM	101-1012-44607	47.32
SIERRA AUTO/CARQUEST	6016-312393	05/12/2023	SIDE VIEW MIRROR	101-1012-44607	148.23
SIERRA AUTO/CARQUEST	6016-312394	05/12/2023	SAFETY TERMINAL	101-1009-47420	24.34
SIERRA AUTO/CARQUEST	6016-312394	05/12/2023	TOP TERMINAL	101-1009-47420	5.12
SIERRA AUTO/CARQUEST	6016-312395	05/12/2023	PITMAN ARM	101-1012-44607	47.93
SIERRA AUTO/CARQUEST	6016-312398	05/12/2023	WRENCH SET	101-1012-44607	25.99
SIERRA AUTO/CARQUEST	6016-312411	05/12/2023	AIR FILTER	101-1014-47420	13.67
SIERRA AUTO/CARQUEST	6016-312411	05/12/2023	BRAKE PADS	101-1014-47420	46.45
SIERRA AUTO/CARQUEST	6016-312411	05/12/2023	BRAKE PADS	101-1014-47420	48.26
SIERRA AUTO/CARQUEST	6016-312411	05/12/2023	20 XTRA CLEAR	101-1014-47420	16.96
SIERRA AUTO/CARQUEST	6016-312534	05/12/2023	AIR FILTER	101-1012-44607	13.96
SIERRA AUTO/CARQUEST	6016-312595	05/12/2023	LUBE 1 EA CQBLU	101-1009-47420	10.32
SIERRA AUTO/CARQUEST	6016-312595	05/12/2023	FUEL FILTER	101-1009-47420	3.37
SIERRA AUTO/CARQUEST	6016-312595	05/12/2023	SPARK PLUG-COPPER	101-1009-47420	5.84
SIERRA COUNTY SENTINEL	658	05/12/2023	HELP WANTED ADS FY22-23- O...	101-1004-43740	391.61
SIERRA COUNTY SENTINEL	676	05/12/2023	OPEN PO FOR FY 22/23 PUBLIC...	101-1001-43740	267.65
SIERRA COUNTY SENTINEL	680	05/12/2023	LEGAL AD FOR RFP DWSRF WA...	101-1004-43740	369.99
SIERRA COUNTY SENTINEL	680	05/12/2023	LEGAL AD FOR RFP T OR C MOR...	101-1004-43740	251.50
ARENAS VALLEY ANIMAL CLINIC...	77565, 77704	05/12/2023	VET SERVICES	101-1006-48598	447.79
ARENAS VALLEY ANIMAL CLINIC...	78043, 78217	05/12/2023	VET SERVICES	101-1006-48598	244.13
BRADY INDUSTRIES, LLC	8029807	05/12/2023	BRADY TOILET BOWL CLEANER /...	101-1014-44607	113.22
BRADY INDUSTRIES, LLC	8029807	05/12/2023	TOILET TISSUE / CASE	101-1014-44607	810.83
BRADY INDUSTRIES, LLC	8029807	05/12/2023	CENTER PULL HAND TOWELS / ...	101-1014-44607	603.00
BRADY INDUSTRIES, LLC	8029807	05/12/2023	FUEL CHARGE	101-1014-44607	8.00
SIERRA AUTO/CARQUEST	89836	05/12/2023	BRK PADS	101-1007-47420	56.91
SIERRA AUTO/CARQUEST	89836-5	05/12/2023	BATTERY 2 YEAR	101-1007-47420	166.19
SIERRA AUTO/CARQUEST	89841	05/12/2023	IRIDIUM FINE WIRE	101-1007-47420	34.68

EOM AP REPORT

Payment Dates: 5/1/2023 - 5/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	89842	05/12/2023	BRK CALIPER	101-1007-47420	81.52
SIERRA AUTO/CARQUEST	89844	05/12/2023	IRIDIUM FINE WIRE	101-1007-47420	52.02
SIERRA AUTO/CARQUEST	89844	05/12/2023	COIL IGNITION	101-1007-47420	437.22
QUEST DIAGNOSTICS, INC.	9203674225	05/12/2023	SCREENING & MRO FEE FY22-23..	101-1004-48599	280.25
VERIZON WIRELESS	99340010873, 9933400034	05/12/2023	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	205.10
VERIZON WIRELESS	99340010873, 9933400034	05/12/2023	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	123.06
LASTING PAWS PET MEMORIAL ...LC10391-I-0038		05/12/2023	ANIMAL CREMATIONS	101-1006-48598	529.96
AMAZON CAPITAL SERVICES, IN...	1411-H6CP-LPJL	05/17/2023	VERMONT VOLLEYBALL COURT ...	101-1009-44609	122.09
AMAZON CAPITAL SERVICES, IN...	1411-H6CP-LPJL	05/17/2023	PROFESSIONAL VOLLEYBALL NE...	101-1009-44609	99.98
ALARM CONTROL TECHNOLOGI...	29237 & 29238	05/17/2023	FIRE ALARM MONITORING OPE...	101-1014-47410	53.88
LAS CRUCES SUN NEWS	0005068966-1	05/18/2023	LEGAL AD FOR IT SUPPORT SERV..	101-1004-43740	134.85
LAS CRUCES SUN NEWS	0005068966-1	05/18/2023	LEGAL AD FOR AIRPORT RFP # 2...	101-1004-43740	168.36
LAS CRUCES SUN NEWS	0005640301	05/18/2023	LEGAL AD FOR RFP 5192 CIF M...	101-1004-43740	235.34
LAS CRUCES SUN NEWS	0005660485 & 0005660515	05/18/2023	LEGAL AD FOR RFP DWSRF WA...	101-1004-43740	344.90
LAS CRUCES SUN NEWS	0005660485 & 0005660515	05/18/2023	LEGAL AD FOR RFP T OR C MOR...	101-1004-43740	233.25
FIESTA T OR C	050523	05/18/2023	FIESTA 2023 CITY PARK DEPOSIT..	101-1099-34348	100.00
SIERRA COUNTY CLERK	05182023	05/18/2023	OPEN PO FOR FY 22-23 RECORD...	101-1001-43740	25.00
ANIMAL CARE EQUIPMENT & S...	112040	05/18/2023	ANIMAL CONTROL SAFETY EQU...	101-1008-44615	757.89
COUFAL-PRATER EQUIPMENT L...	12566283	05/18/2023	V-BELT	101-1009-47420	37.49
COUFAL-PRATER EQUIPMENT L...	12566283	05/18/2023	BUSHING	101-1009-47420	26.25
COUFAL-PRATER EQUIPMENT L...	12566283	05/18/2023	BUSHING	101-1009-47420	45.70
COUFAL-PRATER EQUIPMENT L...	12566283	05/18/2023	BALL BEARING	101-1009-47420	64.32
REED'S TIRE CENTER	12870	05/18/2023	235 55/17	101-1007-47420	850.00
REED'S TIRE CENTER	12870	05/18/2023	265 70/R17	101-1007-47420	1,408.00
AMAZON CAPITAL SERVICES, IN...	1X16-NPQN-L997	05/18/2023	RUST OLEUM GARAGE FLOOR ...	101-1012-44607	1,292.34
AMAZON CAPITAL SERVICES, IN...	1X16-NPQN-L997	05/18/2023	LARGE MAGNETIC WHITE BOA...	101-1012-44607	188.95
AMAZON CAPITAL SERVICES, IN...	1X16-NPQN-L997	05/18/2023	EXTRA SHIPPING ADDED	101-1012-44607	6.99
STANTEC CONSULTING SERVICE...	2080120	05/18/2023	SILVER CITY NMGR @ 8.2375%	101-1010-48598	134.68
STANTEC CONSULTING SERVICE...	2080120	05/18/2023	DEVELOPMENT REVIEW 524 W...	101-1010-48598	1,635.00
QUILL CORPORATION	32202832/32173675	05/18/2023	KLEENEX 6/PK	101-1003-44606	13.99
QUILL CORPORATION	32202832/32173675	05/18/2023	CLOXOX WIPES	101-1003-44606	5.49
QUILL CORPORATION	32202832/32173675	05/18/2023	FINGERTIP MOISTENER 3/PK	101-1003-44606	6.83
QUILL CORPORATION	32202832/32173675	05/18/2023	FEBREZE 2/PK	101-1003-44606	6.99
QUILL CORPORATION	32202832/32173675	05/18/2023	DISH SOAP	101-1003-44606	9.59
QUILL CORPORATION	32202832/32173675	05/18/2023	8.5"X11" PAPER SREAMS/CART...	101-1003-44606	151.16
QUILL CORPORATION	32202832/32173675	05/18/2023	SHARP 12-DIGIT DESKTOP CALC...	101-1003-44606	90.89
QUILL CORPORATION	32202832/32173675	05/18/2023	PAPER TOWELS 6/PK	101-1003-44606	21.99
QUILL CORPORATION	32202832/32173675	05/18/2023	NAMEPLATE AND HOLDER	101-1003-44606	16.47
QUILL CORPORATION	32202832/32173675	05/18/2023	PLEDGE	101-1003-44606	9.59
WH PACIFIC, INC.	329040	05/18/2023	CONSTRUCITON SUPPORT	101-1010-48598	1,584.87
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 -...	101-1001-43465	701.47
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 -...	101-1003-43465	666.39
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 -...	101-1004-43465	1,216.01
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 -...	101-1007-43465	736.55
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 -...	101-1009-43465	473.50
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 -...	101-1014-43465	87.68
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 -...	101-1040-43465	701.48
CHERRILL'S WESTERN APPAREL	795658	05/18/2023	STEEL TOE BOOTS FOR OTTO VI...	101-1014-44615	175.00
CHERRILL'S WESTERN APPAREL	795658	05/18/2023	STEEL TOE BOOTS FOR HENRY F...	101-1014-44615	200.00
CITY UTILITIES	A-B MAY 2023	05/18/2023	CITY UTILITIES CYCLE A&B/OPEN..	101-1018-43780	3,402.58
CITY UTILITIES	MAY PAYMENT 2023	05/18/2023	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	50.90
STANTEC CONSULTING SERVICE...	2080120-2	05/19/2023	DEVELOPMENT REVIEW 1014 N...	101-1010-48598	1,614.00
STANTEC CONSULTING SERVICE...	2080120-2	05/19/2023	SILVER CITY NMGR @ 8.2375%	101-1010-48598	132.95
NEW MEXICO GAS COMPANY, I...	INV MAY 2023-2	05/19/2023	GAS BILLS/NM WORKFORCE C...	101-1018-43780	32.32
PATTY WOODRUFF	5022023	05/23/2023	CANINE NON STERILIZATION DE...	101-1099-34343	25.00
SIERRA VISTA HOSPITAL / SIERR...	04302023	05/24/2023	GRT DISTRIBUTION FY 22/23 OP...	101-1017-48599	47,074.16
TDS	05222023	05/24/2023	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,424.57
STANTEC CONSULTING SERVICE...	2080403	05/24/2023	SILVER CITY NMGR @ 8.0%	101-1010-48598	11.58
STANTEC CONSULTING SERVICE...	2080403	05/24/2023	DEVELOPMENT REVIEW 101 AU...	101-1010-48598	140.53
ARMJO'S CASA BONITA	45070	05/24/2023	NEW FRONT DOOR FOR WATER...	101-1014-43403	3,119.38

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TESTON'S FREEWAY CHEVRON	5134	05/24/2023	OPEN PO FY22/23 FUEL PURCH...	101-1013-43316	155.31
TESTON'S FREEWAY CHEVRON	5144	05/24/2023	TESTOS FUEL/OIL OPEN P.O FY ...	101-1009-43316	898.79
CHAPARRAL SURVEYING, LLC	52323	05/24/2023	NMGRT	101-1010-48598	95.38
CHAPARRAL SURVEYING, LLC	52323	05/24/2023	SURVEY/PLAT/LEGAL DESC. OF ...	101-1010-48598	1,400.00
WINDSTREAM CORPORATION	76319	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	89.09
CRUCES TROPHY & AWARDS CE...	87621	05/24/2023	CORPORATE CRYSTAL PORTO O...	101-1003-44606	154.65
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1001-43775	276.33
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1002-43775	193.99
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	231.80
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1004-43775	248.18
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1006-43775	110.01
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	1,022.32
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	125.30
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1009-43775	144.70
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1010-43775	93.07
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1011-43775	69.45
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1012-43775	85.29
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	101-1014-43775	128.87
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1001-41226	149.45
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1003-41226	327.76
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1004-41226	337.16
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1006-41226	120.67
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1007-41226	1,000.46
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1008-41226	113.11
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1009-41226	97.03
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1010-41226	96.74
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1011-41226	351.99
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1012-41226	122.00
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1014-41226	174.60
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	101-1016-41226	204.66
THE LIBRARY STORE	633306	05/25/2023	LABEL-LOCK PROTECTORS - 1 1/...	101-1016-44606	43.31
THE LIBRARY STORE	633306	05/25/2023	LABEL-LOCK PROTECTOR - 1 1/2...	101-1016-44606	129.41
THE LIBRARY STORE	633306	05/25/2023	LABEL-LOCK PROTECTOR - 1" X ...	101-1016-44606	176.10
JUSTICE SYSTEMS, INC	INV172628, INV72629	05/25/2023	TRAINING REMOTE	101-1002-42720	3,130.52
JUSTICE SYSTEMS, INC	INV172629	05/25/2023	IMAGING SET UP	101-1040-43815	3,599.80
Fund 101 - General Total:					225,313.47

Fund: 201 - Corrections

ADMINISTRATIVE OFFICE OF TH...	05012023	05/04/2023	PAY DWI & COURT AUTO FEES ...	201-1903-44805	18.00
Fund 201 - Corrections Total:					18.00

Fund: 209 - Fire

SCRDA	042123	05/04/2023	DISPATCHING SERVICES FY 22/2...	209-1603-48599	10,000.00
CITY UTILITIES	C-D APRIL 2023	05/04/2023	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	223.85
NEW MEXICO GAS COMPANY, I...	INV MAY-2023	05/04/2023	GAS BILLS/FIRE STATION FY 22-...	209-1603-43780	69.43
WATERWAY OF NEW MEXICO, L...	3229	05/18/2023	TESTING OF ALL FIRE HOSE	209-1603-47420	2,906.25
WATERWAY OF NEW MEXICO, L...	3229	05/18/2023	TESTING OF ALL GROUND LADD...	209-1603-47420	627.00
WATERWAY OF NEW MEXICO, L...	3229	05/18/2023	TAX	209-1603-47420	300.67
WATERWAY OF NEW MEXICO, L...	3229	05/18/2023	Ladder Heat Sensors	209-1603-47420	4.00
LYNN'S LANDSCAPE	367	05/18/2023	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	471.98
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 ...	209-1603-43465	789.16
MEGAHERTZ COMPUTER CONS...	69277	05/18/2023	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.19
CITY UTILITIES	A-8 MAY 2023	05/18/2023	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	297.56
NEW MEXICO GAS COMPANY, I...	INV MAY 2023-2	05/19/2023	GAS BILLS/FIRE STATION FY 22-...	209-1603-43780	61.73
BRAD SPENCER	51623	05/23/2023	80% PER DIEM NM FIREFIGHTE...	209-1603-42720	394.40
NATHAN MAULDIN	51623	05/23/2023	80% PER DIEM NM FIREFIGHTE...	209-1603-42720	394.40
DOUGLAS KOHLER	51623	05/23/2023	80% PER DIEM NM FIREFIGHTE...	209-1603-42720	394.40
JAMIE SANDERS	51623	05/23/2023	80% PER DIEM NM FIREFIGHTE...	209-1603-42720	394.40
PETER BACA	51623	05/23/2023	80% PER DIEM NM FIREFIGHTE...	209-1603-42720	394.40
JARED JANKOWSKI	51623	05/23/2023	80% PER DIEM NM FIREFIGHTE...	209-1603-42720	394.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KAM RALSTON	51623	05/23/2023	80% PER DIEM NM FIREFIGHTE...	209-1603-42720	394.40
DEE BROWN	51623	05/23/2023	80% PER DIEM NM FIREFIGHTE...	209-1603-42720	394.40
TESTON'S FREEWAY CHEVRON	5143	05/24/2023	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	197.62
WINDSTREAM CORPORATION	76319	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	123.80
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	188.47

Fund 209 - Fire Total: 19,470.91

Fund: 211 - Law Enforce Prot

THE LINE, LLC	89941	05/04/2023	UNIFORMS & EQUIPMENT FOR...	211-2003-44613	1,736.71
THE LINE, LLC	89942	05/04/2023	CLASS A UNIFORMS	211-2003-44613	554.98
SOUTHWEST TRAINING CONSU...	89801	05/12/2023	1ST LINE SUPERVISOR CLASS FO...	211-2003-42535	850.00
TECHNICON TRAINING	23-IN-03150	05/18/2023	CONDUCTING CRIMINAL INVEST...	211-2003-42535	415.00
NM MUNICIPAL LEAGUE	MEMBERSHIP/NO INVOICE NU...	05/18/2023	ASSOCIATION MEETING - MAY 5...	211-2003-42535	50.00
PRO FORCE LAW ENFORCEMENT	516678	05/24/2023	AMMUNITION FOR TRAINING ...	211-2003-44607	5,648.20

Fund 211 - Law Enforce Prot Total: 9,254.89

Fund: 214 - Lodgers Tax

GERONIMO TRAIL SCENIC BYW...	42823	05/04/2023	OPEN PO FOR LODGERS TAX C...	214-2560-60725	1,706.33
GERONIMO TRAIL SCENIC BYW...	5123	05/04/2023	OPEN PO FOR LODGERS TAX SE...	214-2540-60725	416.66
SIERRA COUNTY ARTS COUNCIL	5323	05/04/2023	OPEN PO FOR LODGERS TAX AD...	214-2560-60725	156.24
SIERRA COUNTY ARTS COUNCIL	532023	05/12/2023	OPEN PO FOR LODGERS TAX AD...	214-2560-60725	187.45
RUANNA WALDRUM	5323	05/12/2023	WEBSITE AND MULTI-MEDIA U...	214-2540-60725	4,152.05
ELITE MEDIA GROUP LLC DBA L...	INV61376/INV61371	05/12/2023	CTY AD OPEN PO 22/23 USE ON...	214-2540-48599	827.64
SUNNY 505	847/857	05/18/2023	ADVERTISING AND MARKETING...	214-2503-47406	13,447.44
UPLYFTING SPIRITS, LLC	51523	05/24/2023	OPEN PO FOR LODGERS TAX AD...	214-2560-60725	7,753.00
SIERRA COUNTY ROCK & GEM ...	51923	05/24/2023	OPEN PO FOR LODGERS TAX C...	214-2560-60725	594.00
SIERRA COUNTY ROCK & GEM ...	51923-2	05/24/2023	OPEN PO FOR LODGERS TAX C...	214-2560-60725	1,031.87
SIERRA COUNTY ROCK & GEM ...	51923-2-5	05/24/2023	OPEN PO FOR LODGERS TAX C...	214-2560-60725	2,000.00
GERONIMO TRAIL SCENIC BYW...	52223	05/24/2023	OPEN PO FOR LODGERS TAX SE...	214-2540-60725	833.32
RUANNA WALDRUM	5323-5	05/24/2023	WEBSITE AND MULTI-MEDIA U...	214-2540-60725	548.99
GOMPA APARTMENTS	5222023	05/25/2023	GOMPA APARTMENTS LODGERS...	214-2503-30318	61.37
GOMPA APARTMENTS	5222023	05/25/2023	GOMPA APARTMENTS LODGERS...	214-2503-30319	40.92

Fund 214 - Lodgers Tax Total: 33,757.28

Fund: 216 - Muni Street

MESILLA VALLEY COMMERCIAL ...	104264	05/04/2023	11R22.5 TIRES	216-4503-47420	2,280.00
FOXWORTH-GALBRAITH	1841371, 1841370	05/04/2023	FLOOR ENAMEL	216-4503-43403	199.96
FOXWORTH-GALBRAITH	1841371, 1841370	05/04/2023	RAKE	216-4503-44607	34.77
FOXWORTH-GALBRAITH	1841371, 1841370	05/04/2023	COVER ROLLER 3/8	216-4503-44607	53.94
FOXWORTH-GALBRAITH	1841371, 1841370	05/04/2023	LOPPER ANVIL COMPOUND	216-4503-44607	42.99
FOXWORTH-GALBRAITH	1841371, 1841370	05/04/2023	ROUND SHOVEL	216-4503-44607	169.90
FOXWORTH-GALBRAITH	1841371, 1841370	05/04/2023	SQUARE SHOVEL	216-4503-44607	89.90
FOXWORTH-GALBRAITH	1841371, 1841370	05/04/2023	KIT PAINT ROLLER	216-4503-44607	31.98
FOXWORTH-GALBRAITH	1841371, 1841370	05/04/2023	FRAME ROLLER & COVER 4"	216-4503-44607	19.16
O'REILLY AUTO PARTS, INC.	2162-113651	05/04/2023	GAS CAN	216-4503-44607	47.98
O'REILLY AUTO PARTS, INC.	2162-113651	05/04/2023	SOCKET SET	216-4503-44607	34.99
O'REILLY AUTO PARTS, INC.	2162-113651	05/04/2023	WRENCH	216-4503-44607	29.98
O'REILLY AUTO PARTS, INC.	2162-113651	05/04/2023	WRENCH	216-4503-44607	17.99
O'REILLY AUTO PARTS, INC.	2162-113651	05/04/2023	SOCKET SET	216-4503-44607	104.99
CHERRILL'S WESTERN APPAREL	777073, 795653	05/04/2023	JEANS- BRENDEN ANGLIN	216-4503-42620	150.00
CHERRILL'S WESTERN APPAREL	777073, 795653	05/04/2023	SHIRTS- BOB WALDRON	216-4503-42620	156.00
CHERRILL'S WESTERN APPAREL	777073, 795653	05/04/2023	SHIRTS- BRENDEN ANGLIN	216-4503-42620	156.00
O'REILLY AUTO PARTS, INC.	78085	05/04/2023	MP GREASE	216-4503-47420	247.60
SOUTHWEST CONSTRUCTION P...	95915	05/04/2023	WEAR STRIP- 120 G. BLADE	216-4503-47420	79.96
SOUTHWEST CONSTRUCTION P...	95915	05/04/2023	SHORT BRASS- 120 G. BLADE	216-4503-47420	198.96
SOUTHWEST CONSTRUCTION P...	95915	05/04/2023	CYLINDER GROUP- 613 SCRAPER	216-4503-47420	1,195.42
SOUTHWEST CONSTRUCTION P...	95916	05/04/2023	GRADER BLADE	216-4503-47420	353.60
SOUTHWEST CONSTRUCTION P...	95916	05/04/2023	NUT	216-4503-47420	23.70
SOUTHWEST CONSTRUCTION P...	95916	05/04/2023	BOLT	216-4503-47420	33.30
WAGNER EQUIPMENT CO.	S12W0848029	05/04/2023	SHIPPING	216-4503-47420	9.47
B & H OIL CO.	04302023	05/12/2023	RED DIESEL- OPEN PO FY 22/23	216-4503-43316	2,823.16
SIERRA AUTO/CARQUEST	6016-311880	05/12/2023	BRK LINE 5/16 NICOPP	216-4503-47420	7.65

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	6016-311880	05/12/2023	BRAKE BLEEDER SCREW	216-4503-47420	14.16
SIERRA AUTO/CARQUEST	6016-312131	05/12/2023	2-CYCLE 50:1 OIL	216-4503-43316	54.24
SIERRA AUTO/CARQUEST	6016-312407	05/12/2023	POLY TRK FLAP	216-4503-47420	35.80
SIERRA AUTO/CARQUEST	6016-312612	05/12/2023	1/8 WELDING ROD 6013	216-4503-44607	42.46
SIERRA AUTO/CARQUEST	6016-312612	05/12/2023	.030 2 FLUX WIRE	216-4503-44607	102.92
SIERRA AUTO/CARQUEST	6016-312612	05/12/2023	1/8 WELDING ROD 6011	216-4503-44607	40.31
AMAZON CAPITAL SERVICES, IN...	1VRK-PM9R-T439	05/17/2023	COMPOSITE TOE BOOTS- BENNY...	216-4503-44615	189.95
WH PACIFIC, INC.	328959	05/18/2023	ENGINEERING SERVICES DOWNT...	216-7018-48598	6,738.58
TESTON'S FREEWAY CHEVRON	5142	05/24/2023	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	729.03
Fund 216 - Muni Street Total:					16,540.80

Fund: 260 - Fiscal Recovery Funds

WH PACIFIC, INC.	329038	05/18/2023	TIA FOR DATE ST/NM 181 ROU...	260-2002-80860	7,537.67
Fund 260 - Fiscal Recovery Funds Total:					7,537.67

Fund: 294 - State Library

TDS	05042023	05/12/2023	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
CENTER POINT LARGE PRINT	1984372	05/12/2023	PLATINUM MYSTERY SERIES - 24...	294-5003-48830	589.68
CENTER POINT LARGE PRINT	1984372	05/12/2023	PREMIER MYSTERY SERIES - 24 T...	294-5003-48830	560.88
CENTER POINT LARGE PRINT	1984372	05/12/2023	PREMIER FICTION SERIES - 24 TI...	294-5003-48830	560.88
CENTER POINT LARGE PRINT	1984372	05/12/2023	WESTERN SERIES LEVEL1- 24 TI...	294-5003-48830	539.28
CENTER POINT LARGE PRINT	1984372	05/12/2023	PLATINUM SPOTLIGHT SERIES - ...	294-5003-48830	575.28
CENTER POINT LARGE PRINT	1984372	05/12/2023	PLATINUM NONFICTION SERIES - ...	294-5003-48830	575.28
CENTER POINT LARGE PRINT	1984372	05/12/2023	STERLING MYSTERY SERIES - 24 ...	294-5003-48830	575.28
CENTER POINT LARGE PRINT	1984372	05/12/2023	PLATINUM FICTION SERIES - 24 ...	294-5003-48830	589.68
CENGAGE LEARNING, INC.	81102817	05/12/2023	T177 HISTORICAL FICTION - 2 TI...	294-5003-48830	630.00
CENGAGE LEARNING, INC.	81102817	05/12/2023	T179 CLEAN READS - 3 TITLES/...	294-5003-48830	1,224.05
CENGAGE LEARNING, INC.	81102817	05/12/2023	T124 EDITORS CHOICE - 6 TITLE...	294-5003-48830	2,254.00
CENGAGE LEARNING, INC.	81102817	05/12/2023	T13 MYSTERY - 6 TITLES/MONTH	294-5003-48830	1,808.00
CENGAGE LEARNING, INC.	81102817	05/12/2023	T180 SOFTCOVER ROMANCE &...	294-5003-48830	738.00
CENGAGE LEARNING, INC.	81102817	05/12/2023	T181 THRILLER ADVENTURE & ...	294-5003-48830	963.00
BLACKSTONE AUDIO, INC	IO9934572	05/12/2023	MP6 - 7/2023 - 6/2024	294-5003-48830	1,512.00
BLACKSTONE AUDIO, INC	IO9934572	05/12/2023	CD3 - 7/2023 TO 6/2024	294-5003-48830	1,800.00
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 -...	294-5003-43465	63.14
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	294-5003-43775	166.27
XEROX CORP - OLD	018876978, 018774429	05/25/2023	XEROX OLD CONTRACT FOR LIB...	294-5003-43465	47.99
Fund 294 - State Library Total:					15,872.64

Fund: 295 - Muni Pool

CITY UTILITIES	C-D APRIL 2023	05/04/2023	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	817.48
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	295-4803-41226	40.10
NMED ENVIRONMENTAL HEAL...	I133038	05/17/2023	POOL OPERATING RENEWAL FEE	295-4803-47415	150.00
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 -...	295-4803-43465	73.66
NEW MEXICO GAS COMPANY, I...	INV MAY 2023-2	05/19/2023	GAS BILLS/SWIMMING POOL CY...	295-4803-43780	28.51
ASHLEY GALICIA	05222023	05/23/2023	SWIMMING POOL CASH DRAW...	295-4803-12109	50.00
THE LIFEGUARD STORE	001295763	05/24/2023	RISE GUARD 22OZ WATER BOTTL...	295-4803-42620	20.00
THE LIFEGUARD STORE	001295763	05/24/2023	RISE SOLID FEMALE FLEX SHORT	295-4803-42620	164.50
THE LIFEGUARD STORE	001295763	05/24/2023	RISE GUARD TEE	295-4803-42620	105.00
THE LIFEGUARD STORE	001295763	05/24/2023	RISE GUARD SWEATS	295-4803-42620	18.95
THE LIFEGUARD STORE	001295763	05/24/2023	ORIGINAL GUARD INFINITY MO...	295-4803-42620	17.70
THE LIFEGUARD STORE	001295763	05/24/2023	BREAK AWAY NECK LANYARD	295-4803-42620	13.50
THE LIFEGUARD STORE	001295763	05/24/2023	OSHA BIOHAZARD COMPLIANCE...	295-4803-42620	10.95
THE LIFEGUARD STORE	001295763	05/24/2023	GUARD SUNGLASSES	295-4803-42620	20.00
THE LIFEGUARD STORE	001295763	05/24/2023	FAST RESPONSE KIT	295-4803-42620	30.00
THE LIFEGUARD STORE	001295763	05/24/2023	RISE EXCLUSIVE GUARD HAT	295-4803-42620	9.75
THE LIFEGUARD STORE	001295763	05/24/2023	GUARD SUNGLASSES	295-4803-42620	67.00
THE LIFEGUARD STORE	001295763	05/24/2023	STRIKEALERT LIGHTNING DETEC...	295-4803-42620	71.00
THE LIFEGUARD STORE	001295763	05/24/2023	TYR GUARD TAHOE CHALLENGE...	295-4803-42620	85.00
THE LIFEGUARD STORE	001295763	05/24/2023	SPEEDO GUARD FEMALE TANK	295-4803-42620	28.80
TDS	05222023	05/24/2023	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
AMBROSIA LLC	203087	05/24/2023	CHEMICAL TESTING TABLETS	295-4803-44607	68.00
AMBROSIA LLC	203087	05/24/2023	CHEMICAL TESTING TABLETS	295-4803-44607	69.00

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Payment Dates: 5/1/2023 - 5/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMBROSIA LLC	203087	05/24/2023	CHEMICAL TESTING TABLETS	295-4803-44607	86.00
JR AQUATIC SERVICES LLC	205	05/24/2023	VACUUM HOSE CUFF	295-4803-43403	10.00
JR AQUATIC SERVICES LLC	205	05/24/2023	VINYL DEPTH MARKERS	295-4803-43403	473.50
SHARE CORP.	233654	05/24/2023	PRIME GLASS CLEANER	295-4803-44607	99.60
SHARE CORP.	233654	05/24/2023	ANGLE BROOM	295-4803-44607	120.20
SHARE CORP.	233654	05/24/2023	MOP HANDLE	295-4803-44607	18.90
SHARE CORP.	233654	05/24/2023	DIAL ANTI-BACTERIAL HAND	295-4803-44607	194.20
SHARE CORP.	233654	05/24/2023	LOBBY DUST PAN	295-4803-44607	65.16
SHARE CORP.	233654	05/24/2023	DUST MOP HEAD 36"	295-4803-44607	43.00
SHARE CORP.	233654	05/24/2023	FOAMING CLEANER	295-4803-44607	154.20
SHARE CORP.	233654	05/24/2023	LEMON DISENTECTANT	295-4803-44607	177.80
SHARE CORP.	233654	05/24/2023	DIAL HAND & BODY WASH	295-4803-44607	170.13
SHARE CORP.	233654	05/24/2023	VEOD BLOCKS URINAL	295-4803-44607	41.85
SHARE CORP.	233654	05/24/2023	WET MOP MEDIUM	295-4803-44607	16.80
SHARE CORP.	233654	05/24/2023	DUST MOP FRAME 36"	295-4803-44607	10.10
SHARE CORP.	233654	05/24/2023	LINER	295-4803-44607	69.39
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	295-4803-43775	28.43
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	295-4803-41226	40.10
Fund 295 - Muni Pool Total:					4,378.26
Fund: 296 - PD GRT					
A-N-J CARPET AND TILE CLEANI...	000960	05/12/2023	FLOORING FOR LOBBY AREA	296-2403-44613	79.88
PRO FORCE LAW ENFORCEMENT	516429, 516447, 517933	05/24/2023	UPDATED FIREARMS, SIGHTS A...	296-2403-80810	11,212.78
Fund 296 - PD GRT Total:					11,292.66
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	76319	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	303-4703-43775	148.74
Fund 303 - Vet Wall Total:					148.74
Fund: 306 - CI Jt Util					
MORROW ENTERPRISES, INC.	2-TWO	05/04/2023	MORGAN STREET BOOSTER PU...	306-6103-47421	20,835.00
BURNS & McDONNELL ENGINE...	149211-4, 149211-5	05/24/2023	ELECTRIC RATE STUDY	306-6103-48598	16,165.00
Fund 306 - CI Jt Util Total:					37,000.00
Fund: 312 - R&R Airport					
DELTA AIRPORT CONSULTANTS ...4 & 5		05/18/2023	REHABILITATE TERMINAL APRON	312-7024-47415	124,559.01
Fund 312 - R&R Airport Total:					124,559.01
Fund: 315 - CI Reserve					
DELL COMPUTERS	10661548230	05/12/2023	3 REPLACEMENT SERVERS	315-8001-44613	4,487.60
DELL COMPUTERS	10662662869	05/12/2023	DESKTOPS FOR VARIOUS DEPA...	315-8001-44613	8,297.84
DELL COMPUTERS	10662662869	05/12/2023	LAPTOPS FOR PD	315-8001-44613	8,986.58
Fund 315 - CI Reserve Total:					21,772.02
Fund: 321 - WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY, INC. ENG...	115008	05/25/2023	ENGINEERING SERVICES MSD ...	321-6603-80860	56,967.38
SMITHCO CONSTRUCTION INC.	PAY APPLICATION 6	05/25/2023	MSD WATERLINE CONSTRUCTI...	321-6603-80860	605,971.57
Fund 321 - WATER SYSTEM IMPROVEMENTS Total:					662,938.95
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY, INC. ENG...	116038	05/18/2023	ENGINEERING SERVICES CANTR...	370-7019-80847	7,346.43
Fund 370 - WATER TRUST BOARD PROJECTS Total:					7,346.43
Fund: 380 - OTHER STATE FUNDED PROJECTS					
MRWM LANDSCAPE ARCHITECTS 23-0320/23-0497		05/18/2023	NMGRT @ 7.875%	380-7020-48598	358.64
MRWM LANDSCAPE ARCHITECTS 23-0320/23-0497		05/18/2023	T OR C GREAT BLOCKS-FOCH ST...	380-7020-48598	4,627.56
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					4,986.20
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTHOR...	050123	05/04/2023	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR...	050123	05/04/2023	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.71
NEW MEXICO FINANCE AUTHOR...	050123	05/04/2023	NMFA LOAN PYMT PPRF-5652	403-1203-12952	8,612.15
NEW MEXICO FINANCE AUTHOR...	050123	05/04/2023	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.59
BANK OF THE SOUTHWEST	05102023	05/12/2023	INTEREST PAYMENTS MSD WAT...	403-1203-90910	19,982.55
NEW MEXICO FINANCE AUTHOR...	050123-5	05/24/2023	INTEREST & ADMIN FEES FOR D...	403-1203-90925	364.70
Fund 403 - Pledge State Total:					44,399.28

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 501 - Cemetary					
CITY UTILITIES	A-B MAY 2023	05/18/2023	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	708.84
Fund 501 - Cemetary Total:					708.84
Fund: 502 - Util Office - Pool					
STAPLES CONTRACT & COMME...	7608872472	05/04/2023	BINDER CLIPS	502-3601-44606	3.84
STAPLES CONTRACT & COMME...	7608872472	05/04/2023	INVISIBLE TAPE	502-3601-44606	7.31
STAPLES CONTRACT & COMME...	7608872472	05/04/2023	CALCULATOR TAPE	502-3601-44606	22.71
STAPLES CONTRACT & COMME...	7608872472	05/04/2023	WALL CLOCK	502-3601-44606	24.44
STAPLES CONTRACT & COMME...	7608872472	05/04/2023	SWIFFER	502-3601-44606	59.17
STAPLES CONTRACT & COMME...	7608872472	05/04/2023	BINDER CLIPS	502-3601-44606	4.03
STAPLES CONTRACT & COMME...	7608872472	05/04/2023	FILE BOX	502-3601-44606	21.04
STAPLES CONTRACT & COMME...	7608872472	05/04/2023	COPY PAPER	502-3601-44606	345.95
STAPLES CONTRACT & COMME...	7608872472	05/04/2023	BAGLESS VACUUM	502-3601-44606	196.90
CITY UTILITIES	C-D APRIL 2023	05/04/2023	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	265.32
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	502-3601-41226	254.95
SUN VALLEY, INC.	35	05/12/2023	PILOT PNT BIT SET	502-3601-44607	20.74
SUN VALLEY, INC.	35	05/12/2023	SCREWDRIVING SET	502-3601-44607	21.99
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 ..	502-3601-43465	1,087.28
TESTON'S FREEWAY CHEVRON	5141	05/24/2023	UTILITY OFFICE FUEL TESTONS ...	502-3601-43316	459.01
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	502-3601-43775	271.83
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	502-3601-41226	254.95
Fund 502 - Util Office - Pool Total:					3,321.46
Fund: 503 - Electric					
COOPERATIVE EDUCATIONAL S...	24-132163	03/31/2023	AERIAL MED-VOLTAGE DISTRIB...	503-3702-48598	3,570.05
MIKE TORRES DBA CD TECHNO...	1008	05/04/2023	IT SERVICES AUGUST 1,2022 TO ..	503-3702-48598	958.42
REED'S TIRE CENTER	12838	05/04/2023	OIL & FILTER CHANGE, 07561-G	503-3702-47420	130.00
REED'S TIRE CENTER	12838	05/04/2023	OIL & FILTER CHANGE, 12448-G	503-3702-47420	167.00
AMAZON CAPITAL SERVICES, IN...	17LT-6KHN-LWF3	05/04/2023	19Dx30Wx67H STORAGE CABIN...	503-3702-44613	199.00
AMAZON CAPITAL SERVICES, IN...	17LT-6KHN-LWF3	05/04/2023	35Lx13Wx43H SHELF	503-3702-44613	127.99
AMAZON CAPITAL SERVICES, IN...	17LT-6KHN-LWF3	05/04/2023	39Dx19Wx35H STORAGE CABIN...	503-3702-44613	139.00
QUILL CORPORATION	32046161	05/04/2023	AIR WICK REFILLS	503-3702-44606	14.59
QUILL CORPORATION	32046161	05/04/2023	PILOT G2 PENS	503-3702-44606	42.29
QUILL CORPORATION	32046161	05/04/2023	TOILET BOWL CLEANER	503-3702-44606	45.99
QUILL CORPORATION	32046161	05/04/2023	9 VOLT BATTERIES	503-3702-44606	56.99
QUILL CORPORATION	32046161	05/04/2023	MOP HEAD	503-3702-44606	18.98
QUILL CORPORATION	32046161	05/04/2023	TOILET PLUNGER	503-3702-44606	6.59
QUILL CORPORATION	32046161	05/04/2023	GEL PEN	503-3702-44606	8.39
QUILL CORPORATION	32046161	05/04/2023	TOILET BOWL BRUSH HOLDER	503-3702-44606	9.18
QUILL CORPORATION	32046161	05/04/2023	TOILT BOWL BRUSH	503-3702-44606	9.98
QUILL CORPORATION	32046161	05/04/2023	ULTRA FINE PERMANENT MARK...	503-3702-44606	18.99
QUILL CORPORATION	32046161	05/04/2023	HAND SOAP	503-3702-44606	20.79
QUILL CORPORATION	32046161	05/04/2023	AIR WICK REFILL	503-3702-44606	16.98
QUILL CORPORATION	32046161	05/04/2023	D BATTERIES	503-3702-44606	67.98
QUILL CORPORATION	32046161	05/04/2023	AAA BATTERIES	503-3702-44606	20.99
QUILL CORPORATION	32046161	05/04/2023	KLEENEX	503-3702-44606	27.98
QUILL CORPORATION	32046161	05/04/2023	ULTRA FINE PERMANENT MARK...	503-3702-44606	10.61
QUILL CORPORATION	32046161	05/04/2023	PAPER	503-3702-44606	179.97
QUILL CORPORATION	32046161	05/04/2023	LEGAL SIZE STORAGE BOXES	503-3702-44606	31.49
QUILL CORPORATION	32046161	05/04/2023	AIRWICK FRESHMATIC	503-3702-44606	18.59
QUILL CORPORATION	32046161	05/04/2023	LIQUID DISH SOAP	503-3702-44606	10.78
QUILL CORPORATION	32046161	05/04/2023	AIR WICK FRESHMATIC	503-3702-44606	12.76
QUILL CORPORATION	32046161	05/04/2023	WIRE MESH STORAGE COMPAR...	503-3702-44606	29.69
QUILL CORPORATION	32046161	05/04/2023	AA BATTERIES	503-3702-44606	25.99
QUILL CORPORATION	32046161	05/04/2023	DISINFECTING WIPES	503-3702-44606	40.99
SILVERSKY, INC.	479367-SI	05/04/2023	EMAIL SERVICE OPEN PO FY22/...	503-3702-43815	248.02
CITY UTILITIES	C-D APRIL 2023	05/04/2023	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,908.35
VILLAGE OF WILLIAMSBURG	05102023	05/10/2023	FRANCHISE TAX FY 22/23 OPEN...	503-3702-45796	3,851.91
AMAZON CAPITAL SERVICES, IN...	1NLL-D1RR-RW74	05/11/2023	OFFICE DESK CHAIR- BO	503-3702-44613	186.89
ALTEC INDUSTRIES, INC	51210524	05/11/2023	ADDITION OF SECONDARY LAN...	503-3702-47420	583.16
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	503-3702-41226	455.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRIPLE H SOLAR, LLC	0335	05/12/2023	ENGINEERING SERVICES- OPEN ...	503-3702-48598	4,480.00
SIERRA ELECTRIC CO-OP, INC.	05022023, 05082023	05/12/2023	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	567.18
SIERRA ELECTRIC CO-OP, INC.	05022023, 05082023	05/12/2023	POWER SERVICES- OPEN PO FY...	503-3702-50795	149,494.39
THE WELDING SHOP	05052023	05/12/2023	REPAIR STREET LIGHT POLE	503-3702-44607	675.00
SUN VALLEY, INC.	169113/6	05/12/2023	BLUE ELECTRICAL TAPE	503-3702-44607	2.99
SUN VALLEY, INC.	169113/6	05/12/2023	1-1/4" CAP	503-3702-44607	2.89
SUN VALLEY, INC.	169113/6	05/12/2023	GRAVEL MIX	503-3702-44607	40.74
SUN VALLEY, INC.	169113/6	05/12/2023	24" ROUGH SURFACE PUSH BR...	503-3702-44607	20.99
SUN VALLEY, INC.	169113/6	05/12/2023	MULTI PURPOSE GREASE	503-3702-44607	18.99
SUN VALLEY, INC.	169113/6	05/12/2023	4-1/2" CUTOFF WHEEL	503-3702-44607	18.76
SUN VALLEY, INC.	169113/6	05/12/2023	STEEL RAKE	503-3702-44607	14.79
SUN VALLEY, INC.	169113/6	05/12/2023	DISCOUNT	503-3702-44607	-10.57
SUN VALLEY, INC.	169113/6	05/12/2023	SHOVEL	503-3702-44607	52.99
SUN VALLEY, INC.	169113/6	05/12/2023	RED ELECTRICAL TAPE	503-3702-44607	2.99
SUN VALLEY, INC.	169113/6	05/12/2023	12/3 SJTW CORD	503-3702-44607	69.99
SUN VALLEY, INC.	169113/6	05/12/2023	WHITE ELECTRICAL TAPE	503-3702-44607	5.98
SUN VALLEY, INC.	169225/6	05/12/2023	DISCOUNT	503-3702-44606	-1.70
SUN VALLEY, INC.	169225/6	05/12/2023	CR20-32 BATTERIES	503-3702-44606	33.96
SUN VALLEY, INC.	169225/6	05/12/2023	BACKPACK BLOWER	503-3702-44613	559.99
SIERRA AUTO/CARQUEST	6016-312707	05/12/2023	BATTERY 2 YEAR	503-3702-47420	288.38
VERIZON WIRELESS	99340010873, 9933400034	05/12/2023	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	52.39
SSA SOLAR OF NM 4, LLC	NM-14-015A-202304-01	05/12/2023	POWER SERVICES- OPEN PO FY ...	503-3702-50795	38,526.65
ZIA ELECTRICAL PRODUCTS	18617	05/18/2023	FORM 2S FAX 240V 3W CO-GEN...	503-3702-44607	1,166.32
ZIA ELECTRICAL PRODUCTS	18623	05/18/2023	FORM 9S RXRS4 3 PHASE SOLAR...	503-3702-44607	465.53
TRI-STATE GENERATION & TRA...	304077	05/18/2023	POWER SERVICES- OPEN PO FY...	503-3702-50795	35,708.03
XEROX CORP.	4096559, 4231671	05/18/2023	METER-USAGE OPEN PO 22/23 -...	503-3702-43465	315.67
WESTERN UNITED ELECTRIC	6086486	05/18/2023	CROSSARM DEADEND 8' FG 3 P...	503-3702-44607	3,515.90
WESTERN UNITED ELECTRIC	6086486	05/18/2023	CROSSARM TANGENT 8'	503-3702-44607	4,073.40
WESTERN UNITED ELECTRIC	6087118	05/18/2023	2/O-3C RUNCINA	503-3702-44607	4,755.00
WESTERN UNITED ELECTRIC	6087119	05/18/2023	BRACKET TERMINATOR, 500	503-3702-44607	1,001.60
WESTERN UNITED ELECTRIC	6087120	05/18/2023	GS21048CCI GUY STRAIN	503-3702-44607	1,105.80
CITY UTILITIES	A-B MAY 2023	05/18/2023	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	161.33
WESTERN AREA POWER ADMIN	JJPB1798A0423	05/18/2023	BASE DEMAND & BASE ENERGY...	503-3702-50795	40,028.42
CITY UTILITIES	MAY PAYMENT 2023	05/18/2023	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	7.00
TDS	05222023	05/24/2023	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
TESTON'S FREEWAY CHEVRON	5145	05/24/2023	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	1,392.07
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	191.45
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	503-3702-41226	455.50

Fund 503 - Electric Total: 306,133.64

Fund: 504 - Water

MIKE TORRES DBA CD TECHNO...	1008	05/04/2023	IT SERVICES AUGUST 1,2022 TO ...	504-3803-48598	958.41
AMAZON CAPITAL SERVICES, IN...	17CX-TQCP-LXQH	05/04/2023	CAKA CASE COMPATIBLE FOR G...	504-3803-43775	25.99
AMAZON CAPITAL SERVICES, IN...	17CX-TQCP-LXQH	05/04/2023	DOME GLASS WHITESTONE GEN...	504-3803-43775	16.49
BAKER UTILITY SUPPLY CORP.	188434.3, 188434.6, 188434.7	05/04/2023	IRON SDL 6 X3/4"- CC, DBL SS B...	504-3803-10113	88.30
BAKER UTILITY SUPPLY CORP.	188434.3, 188434.6, 188434.7	05/04/2023	IRON SDL 4" X 3/4" CC DBL BAN...	504-3803-10113	735.92
BAKER UTILITY SUPPLY CORP.	188434.3, 188434.6, 188434.7	05/04/2023	IRON SDIRON SDL 4" X 3/4"- CC...	504-3803-10113	435.25
BAKER UTILITY SUPPLY CORP.	188434.3, 188434.6, 188434.7	05/04/2023	IRON SDL 8" X3/4"- CC, DBL SS ...	504-3803-10113	617.75
BAKER UTILITY SUPPLY CORP.	188434.3, 188434.6, 188434.7	05/04/2023	IRON SDL 6" X 1"- CC, DBL SS B...	504-3803-10113	88.30
BAKER UTILITY SUPPLY CORP.	188434.3, 188434.6, 188434.7	05/04/2023	IRON SDL 4" X 1" CC DBL BAND ...	504-3803-10113	735.92
BAKER UTILITY SUPPLY CORP.	189275	05/04/2023	OPEN PO FOR SEPTEMBER 2022...	504-3803-44607	853.75
BAKER UTILITY SUPPLY CORP.	189277.4	05/04/2023	WATER FIELD SUPPLIES	504-3803-44607	282.99
PURE OPERATIONS, LLC	235728	05/04/2023	MASTER METER 5/8" X 3/4" SO...	504-3803-44607	4,448.00
MORROW ENTERPRISES, INC.	2-TWO	05/04/2023	MORGAN STREET BOOSTER PU...	504-3803-47421	54,125.00
SILVERSKY, INC.	479367-SI	05/04/2023	EMAIL SERVICE OPEN PO FY22/...	504-3803-43815	248.01
STAPLES CONTRACT & COMME...	7607975413	05/04/2023	ACCU-STAMP 2 PRE-INKED STA...	504-3803-44606	8.40
STAPLES CONTRACT & COMME...	7607975413	05/04/2023	ACCU-STAMP 2 PRE-INKED STA...	504-3803-44606	8.40
STAPLES CONTRACT & COMME...	7607975413	05/04/2023	HEADLINE REVERSIBLE "OPEN/...	504-3803-44606	6.73
STAPLES CONTRACT & COMME...	7607975413	05/04/2023	2023 18.5" X 13" MONTHLY DE...	504-3803-44606	5.26
STAPLES CONTRACT & COMME...	7607975413	05/04/2023	COMMAND OUTDOOR MEDIUM...	504-3803-44606	3.97
STAPLES CONTRACT & COMME...	7607975413	05/04/2023	KLEENEX BOUTIQUE STANDARD...	504-3803-44606	19.51

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Payment Dates: 5/1/2023 - 5/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES CONTRACT & COMME...	7607975413	05/04/2023	PURELL ADVANCED GEL HAND ...	504-3803-44606	48.62
STAPLES CONTRACT & COMME...	7607975413	05/04/2023	2023 12" X 17" CALENDAR	504-3803-44606	10.17
BAKER UTILITY SUPPLY CORP.	78047	05/04/2023	WATER FIELD SUPPLIES	504-3803-44607	3,378.46
STEVE BELL CONSTRUCTION	C18367	05/04/2023	BASECOURSE & BEDDING FOR ...	504-3803-47415	322.50
STEVE BELL CONSTRUCTION	C18371	05/04/2023	BASECOURSE FOR ROADS	504-3803-47415	900.00
CITY UTILITIES	C-D APRIL 2023	05/04/2023	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	7,242.72
VILLAGE OF WILLIAMSBURG	05102023	05/10/2023	FRANCHISE TAX FY 22/23 OPEN...	504-3803-45796	966.26
AMAZON CAPITAL SERVICES, IN...	1C9T-N7R6-T1V4	05/11/2023	LG 24MP450-B MONITOR 24" F...	504-3803-44606	809.94
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	504-3803-41226	219.62
TAXATION AND REVENUE	04302023	05/12/2023	WATER CONSERVATION FEE FY ...	504-3803-43797	1,296.96
FRANK'S SUPPLY CO INC	1287383	05/12/2023	TRASH PUMP 3" W/ 8 HP HON...	504-3803-44810	1,389.00
FRANK'S SUPPLY CO INC	1287384	05/12/2023	PREMIUM GENERATOR 7200 W...	504-3803-47421	2,711.57
SUN VALLEY, INC.	169083, 169175, 169181	05/12/2023	OPEN PO UNSTOCKED FIELD SU...	504-3803-44607	105.00
BAKER UTILITY SUPPLY CORP.	184011.12	05/12/2023	BRASS STRAIGHT CPLG 3/4" - U...	504-3803-44607	380.80
BAKER UTILITY SUPPLY CORP.	1879275.4	05/12/2023	OPEN PO FOR SEPTEMBER 2022...	504-3803-44607	34.90
SIERRA AUTO/CARQUEST	312370	05/12/2023	OIL FOR UTILITY PUMP	504-3803-43316	11.50
WEX BANK	73621, 175120	05/12/2023	WEX OPEN PO FY 22/23 FOR FU...	504-3803-43316	68.65
WILSON & COMPANY, INC. ENG...	115584	05/18/2023	CONSTRUCTION OVERSITE ENG ...	504-3803-48598	8,639.28
CITY UTILITIES	A-B MAY 2023	05/18/2023	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	811.16
CORE & MAIN, LP	S345628	05/18/2023	317-051407-000 4X3/4ACC SADD...	504-3803-44607	385.72
CORE & MAIN, LP	S345628	05/18/2023	317-076007-000 6X3/4ACC SADD...	504-3803-44607	578.58
CORE & MAIN, LP	S345628	05/18/2023	226-037507-000 3X7-1/2 REP C...	504-3803-44607	891.10
CORE & MAIN, LP	S345628	05/18/2023	226-066307-000 6X7-1/2 REP C...	504-3803-44607	1,077.30
TDS	05222023	05/24/2023	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
TESTON'S FREEWAY CHEVRON	5139, 5140	05/24/2023	OPEN PO FOR DIESEL/UNLEAED...	504-3803-43316	782.42
GRAINGER, INC.	9689213701	05/24/2023	DIAMOND SAW BLADE 14 IN DI...	504-3803-44613	75.30
GRAINGER, INC.	9689213701	05/24/2023	CONCRETE SAW 14 IN BLADE DI...	504-3803-44613	1,321.07
GRAINGER, INC.	9689704519	05/24/2023	SINGLE-ZONE SPLIT SYSTEM WL...	504-3803-47421	2,996.30
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	504-3803-43775	69.45
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	504-3803-41226	219.62
Fund 504 - Water Total:					102,056.32

Fund: 505 - Solid Waste

PARKHILL SMITH & COOPER	04078823.00-1	05/04/2023	MONITORING WELL REPLACEM...	505-3904-48599	1,559.12
PARKHILL SMITH & COOPER	04099623.00-1	05/04/2023	ENVIRONMENTAL LANDFILL M...	505-3904-48599	2,539.24
MIKE TORRES DBA CD TECHNO...	1008	05/04/2023	IT SERVICES AUGUST 1,2022 TO ...	505-3904-48598	958.41
AMAZON CAPITAL SERVICES, IN...	1D61-7XYR-KXYM	05/04/2023	SHOWER CURTAIN NAVY BLUE ...	505-3904-44606	19.95
AMAZON CAPITAL SERVICES, IN...	1D61-7XYR-KXYM	05/04/2023	DAWN FREE & CLEAR PW DISH ...	505-3904-44606	12.99
AMAZON CAPITAL SERVICES, IN...	1D61-7XYR-KXYM	05/04/2023	AUSEMKU SHOWER CURTAIN R...	505-3904-44606	20.99
BORDER RECAPING LLC / BMO..	23-0061697-003	05/04/2023	93073551 MCX 12 W/RETREAD	505-3904-44607	10.00
BORDER RECAPING LLC / BMO..	23-0061697-003	05/04/2023	93070801 RADIAL SPOT W/RET...	505-3904-44607	16.00
BORDER RECAPING LLC / BMO..	23-0061697-003	05/04/2023	02629 11R22.5 SPREAD AXLE	505-3904-44607	1,107.12
BORDER RECAPING LLC / BMO..	23-0061697-003	05/04/2023	02629FC 11R22.5 SPREAD AXLE	505-3904-44607	2,056.08
BORDER RECAPING LLC / BMO..	23-0061697-003	05/04/2023	388FC 11R22.5 FINISHED CASING	505-3904-44607	975.00
AUTOZONE STORES, LLC	2529124858	05/04/2023	SP-DEF SHOP PRO DEF	505-3904-44607	431.64
SILVERSKY, INC.	479367-SI	05/04/2023	EMAIL SERVICE OPEN PO FY22/...	505-3904-43815	248.01
CITY UTILITIES	C-D APRIL 2023	05/04/2023	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	518.53
NEW MEXICO GAS COMPANY, I...	INV MAY-2023	05/04/2023	GAS BILLS/RECYCLE CENTER FY ...	505-3904-43780	30.93
BORDER INTERNATIONAL TRUC...	R400026582.01	05/04/2023	REPAIR R & R CYLINDER & HOSE...	505-3904-47420	2,207.96
VILLAGE OF WILLIAMSBURG	05102023	05/10/2023	FRANCHISE TAX FY 22/23 OPEN...	505-3904-45796	1,582.35
AMAZON CAPITAL SERVICES, IN...	1K1V-76FP-RXCX	05/11/2023	DURACELL COPPERTOP AA+AAA...	505-3904-44607	54.32
AMAZON CAPITAL SERVICES, IN...	1K1V-76FP-RXCX	05/11/2023	UXCELL SILICONE O- RING, 50P...	505-3904-44607	15.38
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	505-3904-41226	571.39
SUN VALLEY, INC.	169184/6	05/12/2023	DISCOUNT	505-3904-44607	-3.90
SUN VALLEY, INC.	169184/6	05/12/2023	NUTS & BOLTS	505-3904-44607	10.58
SUN VALLEY, INC.	169184/6	05/12/2023	NUTS & BOLTS	505-3904-44607	17.98
SUN VALLEY, INC.	169184/6	05/12/2023	NUTS & BOLTS	505-3904-44607	24.98
SUN VALLEY, INC.	169184/6	05/12/2023	10# 5/32 6011 ELECTRODE	505-3904-44607	77.98
SUN VALLEY, INC.	169202/6	05/12/2023	401552 - 3/4"X20' SCH40 PVE P...	505-3904-44607	181.87
SUN VALLEY, INC.	169202/6	05/12/2023	426550 - 3/4" SCH40 PVC TEE	505-3904-44607	2.38
SUN VALLEY, INC.	169202/6	05/12/2023	427871 - 3/4" SCH40 PVC COUP...	505-3904-44607	24.75

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY, INC.	169202/6	05/12/2023	496855 - SOLVENT CEMENT KIT	505-3904-44607	12.99
SUN VALLEY, INC.	169202/6	05/12/2023	411442 - SPRAY COOLER DOATI...	505-3904-44607	14.99
SUN VALLEY, INC.	169202/6	05/12/2023	401497 1/4X1/8" STRAIGHT VA...	505-3904-44607	16.98
SUN VALLEY, INC.	169202/6	05/12/2023	462092 - BRASS SILL COCK	505-3904-44607	23.58
SUN VALLEY, INC.	169202/6	05/12/2023	DISCOUNT	505-3904-44607	-14.77
SUN VALLEY, INC.	169202/6	05/12/2023	429003 - 3/4" X MIP MALE AD...	505-3904-44607	0.89
SUN VALLEY, INC.	169202/6	05/12/2023	426660 - H/DUTY PSI BASKET	505-3904-44607	4.29
SUN VALLEY, INC.	169202/6	05/12/2023	411809 - 1/4" X50' BLK POLY T...	505-3904-44607	8.99
SUN VALLEY, INC.	169202/6	05/12/2023	419372 - 3/4" PVC SCH40 SLIP C...	505-3904-44607	0.99
SUN VALLEY, INC.	169202/6	05/12/2023	439234 - 1/2X3/4: MIPSX ADAP...	505-3904-44607	1.79
SUN VALLEY, INC.	169202/6	05/12/2023	426845 - 3/4" 90D SCH40 PVC E...	505-3904-44607	0.99
AMAZON CAPITAL SERVICES, IN...	1H3F-M1JP-LFNN	05/12/2023	OCD BARGAIN CREPE PAPER ST...	505-3904-44607	5.90
AMAZON CAPITAL SERVICES, IN...	1H3F-M1JP-LFNN	05/12/2023	OCD BARGAIN CREPE PAPER ST...	505-3904-44607	5.73
AMAZON CAPITAL SERVICES, IN...	1H3F-M1JP-LFNN	05/12/2023	OCD BARGAIN CREPE STREAME...	505-3904-44607	6.08
AMAZON CAPITAL SERVICES, IN...	1H3F-M1JP-LFNN	05/12/2023	REYNOLDS WRAP HEAVY DUTY ...	505-3904-44607	23.31
AMAZON CAPITAL SERVICES, IN...	1H3F-M1JP-LFNN	05/12/2023	ARTCREATIVITY GIANT ALIEN IN...	505-3904-44607	26.96
SIERRA AUTO/CARQUEST	6016-312397	05/12/2023	SYDRA FITTING	505-3904-47420	84.81
SIERRA AUTO/CARQUEST	6016-312397	05/12/2023	HYDRAULIC HOSE BULK	505-3904-47420	36.18
SIERRA AUTO/CARQUEST	6016-312397	05/12/2023	XBO CRIMPS	505-3904-47420	14.00
SIERRA AUTO/CARQUEST	6016-312404	05/12/2023	16G-16FJX	505-3904-47420	38.14
SIERRA AUTO/CARQUEST	6016-312404	05/12/2023	HYDRA HOSE BULK	505-3904-47420	36.18
SIERRA AUTO/CARQUEST	6016-312404	05/12/2023	SYDR FITTING	505-3904-47420	84.81
SIERRA AUTO/CARQUEST	6016-312404	05/12/2023	CRIMPS	505-3904-47420	14.00
SIERRA AUTO/CARQUEST	6016-312406	05/12/2023	HD AIR FILTER	505-3904-47420	72.48
SIERRA AUTO/CARQUEST	6016-312406	05/12/2023	AIR ELEMENT	505-3904-47420	34.85
SIERRA AUTO/CARQUEST	6016-312410	05/12/2023	12G-12FJX	505-3904-47420	20.56
SIERRA AUTO/CARQUEST	6016-312410	05/12/2023	HYDRA HOSE BULK	505-3904-47420	1.99
SIERRA AUTO/CARQUEST	6016-312410	05/12/2023	SYDR FITTING	505-3904-47420	86.81
SIERRA AUTO/CARQUEST	6016-312410	05/12/2023	CRIMPS	505-3904-47420	28.00
SIERRA AUTO/CARQUEST	6016-312410	05/12/2023	16G-16FJX	505-3904-47420	39.99
SIERRA AUTO/CARQUEST	6016-312410	05/12/2023	12G- 12FJX45	505-3904-47420	54.22
SIERRA AUTO/CARQUEST	6016-312410	05/12/2023	HYDRA HOSE BULK	505-3904-47420	24.96
SIERRA AUTO/CARQUEST	6016-312535	05/12/2023	4G-4FJX	505-3904-47420	8.17
SIERRA AUTO/CARQUEST	6016-312535	05/12/2023	HYDRA HOSE BULK	505-3904-47420	7.36
SIERRA AUTO/CARQUEST	6016-312535	05/12/2023	4G-4FJX	505-3904-47420	22.95
SIERRA AUTO/CARQUEST	6016-312535	05/12/2023	XBO CRIMPS	505-3904-47420	14.00
WEX BANK	88932742	05/12/2023	WEX DIESEL & GASOLINE	505-3904-43316	4,828.59
CITY OF LAS CRUCES	94031	05/12/2023	SCSWA OPEN PO FY2022-2023	505-3904-45601	52,437.46
AMAZON CAPITAL SERVICES, IN...	1D47-RFV6-N1FQ	05/17/2023	SETSAIL SILICONE TOILET BRUSH...	505-3904-44606	23.99
AMAZON CAPITAL SERVICES, IN...	1D47-RFV6-N1FQ	05/17/2023	KAISA LEGAL PADS	505-3904-44606	22.99
AMAZON CAPITAL SERVICES, IN...	1D47-RFV6-N1FQ	05/17/2023	MEAD SPIRAL NOTEBOOKS 6PK ...	505-3904-44606	7.03
AMAZON CAPITAL SERVICES, IN...	1D47-RFV6-N1FQ	05/17/2023	WINDEX GLASS & WINDOW CL...	505-3904-44606	20.67
AMAZON CAPITAL SERVICES, IN...	1D47-RFV6-N1FQ	05/17/2023	SPRAYWAY SW007R MULTI-PU...	505-3904-44606	20.06
AMAZON CAPITAL SERVICES, IN...	1D47-RFV6-N1FQ	05/17/2023	CABLE RACEWAY KIT,STAGEEK ...	505-3904-44606	24.99
AMAZON CAPITAL SERVICES, IN...	1D47-RFV6-N1FQ	05/17/2023	DEL WIRED KEYBOARD-BLK	505-3904-44606	28.75
AMAZON CAPITAL SERVICES, IN...	1D47-RFV6-N1FQ	05/17/2023	24"X72" CLEAR PVC TABLE PRO...	505-3904-44606	34.99
AMAZON CAPITAL SERVICES, IN...	1D47-RFV6-N1FQ	05/17/2023	GUTIMORE FLAT SOAPSTONE H...	505-3904-44606	11.49
AMAZON CAPITAL SERVICES, IN...	1D47-RFV6-N1FQ	05/17/2023	PUFFS PLUS LOTION FACIAL TIS...	505-3904-44606	16.49
PARKHILL SMITH & COOPER	04089223.00-2	05/18/2023	ON CALL AGREEMENT- RATE ST...	505-3904-48599	22,362.24
PARADIGM SOFTWARE, LLC	14496	05/18/2023	PARADIGMSOFTWARE UPGRAD...	505-3904-43815	5,392.00
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 -...	505-3904-43465	526.10
CITY UTILITIES	MAY PAYMENT 2023	05/18/2023	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	22,618.80
NEW MEXICO GAS COMPANY, I...	INV MAY 2023-2	05/19/2023	GAS BILLS/RECYCLE CENTER FY ...	505-3904-43780	28.79
TDS	05222023	05/24/2023	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
4 RIVERS EQUIPMENT	1454427	05/24/2023	BALL JOINT	505-3904-47420	43.31
4 RIVERS EQUIPMENT	1454427	05/24/2023	BALL JOINT 9087	505-3904-47420	61.60
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	505-3904-43775	164.85
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	505-3904-41226	571.37
Fund 505 - Solid Waste Total:					125,982.74

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Payment Dates: 5/1/2023 - 5/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 506 - WWTP					
MIKE TORRES DBA CD TECHNO...	1008	05/04/2023	IT SERVICES AUGUST 1,2022 TO ..	506-4005-48598	958.42
ARNULFO CASTANEDA	1017069, 133, 25819, 5202419...	05/04/2023	PER DIEM	506-4005-42310	103.89
POLYDYNE, INC.	1721651	05/04/2023	OPEN PO FOR POLYMER USAGE	506-4005-44607	2,902.50
BAKER UTILITY SUPPLY CORP.	189277.4	05/04/2023	WATER FIELD SUPPLIES	506-4005-44607	98.01
HALL ENVIRONMENTAL ANALYS...	2304302, 2304589	05/04/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	75.42
HALL ENVIRONMENTAL ANALYS...	2304302, 2304589	05/04/2023	SM5210B BOD	506-4005-48598	258.60
HALL ENVIRONMENTAL ANALYS...	2304302, 2304589	05/04/2023	EPA METHOD 625 SVOCs	506-4005-48598	484.88
HALL ENVIRONMENTAL ANALYS...	2304302, 2304589	05/04/2023	EPA MWTOD 624 VOCs	506-4005-48598	215.50
SILVERSKY, INC.	479367-SI	05/04/2023	EMAIL SERVICE OPEN PO FY22/...	506-4005-43815	248.02
SMITHCO CONSTRUCTION INC.	545-22-001	05/04/2023	WWTP CLARIFIER 1 & 2 WIER R...	506-4005-47425	17,789.08
BAKER UTILITY SUPPLY CORP.	78047	05/04/2023	WATER FIELD SUPPLIES	506-4005-44607	1,170.04
ANDREW CURRY	9482, 9570, 6288-8, UBER, 100...	05/04/2023	SHERATON ALBUQUERQUE HO...	506-4005-42310	713.03
ANDREW CURRY	9482, 9570, 6288-8, UBER, 100...	05/04/2023	PER DIEM	506-4005-42310	154.87
CITY UTILITIES	C-D APRIL 2023	05/04/2023	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	7,657.69
AMAZON CAPITAL SERVICES, IN...	1C9T-N7R6-T1V4	05/11/2023	WEBCAM WITH MICROPHONE ...	506-4005-44606	25.99
AMAZON CAPITAL SERVICES, IN...	1C9T-N7R6-T1V4	05/11/2023	LOGITECH MK570 WIRELESS W...	506-4005-44606	194.97
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	506-4005-41226	116.27
VILLAGE OF WILLIAMSBURG	04302023	05/12/2023	SEWER RECEIPTS FY 22/23 OPEN...	506-4005-48798	4,022.41
BAKER UTILITY SUPPLY CORP.	1879275.4	05/12/2023	OPEN PO FOR SEPTEMBER 2022...	506-4005-44607	578.60
HALL ENVIRONMENTAL ANALYS...	2304823, 2304882	05/12/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2304823, 2304882	05/12/2023	SM5210B BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANALYS...	2304823, 2304882	05/12/2023	TAX ON LABOR 7.875%	506-4005-48598	42.63
HALL ENVIRONMENTAL ANALYS...	2304823, 2304882	05/12/2023	EPA METHOD 625 SVOCs	506-4005-48598	225.00
HALL ENVIRONMENTAL ANALYS...	2304823, 2304882	05/12/2023	EPA MWTOD 624 VOCs	506-4005-48598	100.00
B & H OIL CO.	54480	05/12/2023	OPEN PO FOR DIESEL OIL AND...	506-4005-43316	70.36
SIERRA AUTO/CARQUEST	6016-312412	05/12/2023	QUICK STRUT ASSEMBLY	506-4005-47420	225.74
SIERRA AUTO/CARQUEST	6016-312412	05/12/2023	QUICK STRUT ASSEMBLY	506-4005-47420	225.74
SIERRA AUTO/CARQUEST	6016-312412	05/12/2023	IGNITION COIL	506-4005-47420	187.74
SIERRA AUTO/CARQUEST	6016-312412	05/12/2023	SENSA TRACK TRUCK	506-4005-47420	138.74
SIERRA AUTO/CARQUEST	6016-312412	05/12/2023	AIR FILTER	506-4005-47420	15.22
SIERRA AUTO/CARQUEST	6016-312412	05/12/2023	20 XTRA CLEAR	506-4005-47420	8.48
SIERRA AUTO/CARQUEST	6016-312412	05/12/2023	OIL FILTER	506-4005-47420	4.79
SIERRA AUTO/CARQUEST	6016-312412	05/12/2023	16 XTRA CLEAR	506-4005-47420	8.48
SIERRA AUTO/CARQUEST	6016-312412	05/12/2023	26 " XTRA CLEAR	506-4005-47420	8.48
SIERRA AUTO/CARQUEST	6016-312412	05/12/2023	TRANSMISSION FILTER	506-4005-47420	22.29
SIERRA AUTO/CARQUEST	6016-312412	05/12/2023	IRIDIUM FINE WIRE	506-4005-47420	54.30
WEX BANK	73621, 175120	05/12/2023	WEX OPEN PO FY 22/23 FOR FU...	506-4005-43316	41.46
QUALITY FIREWOOD & MATERL...	97773	05/12/2023	BUNDLE OF #3 RAILROAD TIES	506-4005-47415	144.00
USA BLUEBOOK	00000174	05/18/2023	HACH CHLORINE POCKET COLO...	506-4005-44605	628.00
USA BLUEBOOK	00000174	05/18/2023	LIQUI-NOX CRITICAL CLEANING ...	506-4005-44605	102.33
USA BLUEBOOK	0000030	05/18/2023	USABUEBOOK DPD 1 DISPENS...	506-4005-44605	427.70
USA BLUEBOOK	0000030	05/18/2023	USABUEBOOK DPD 4 DISPENS...	506-4005-44605	213.85
USA BLUEBOOK	0000030	05/18/2023	HACH FREE CLORINE SWIFTEST ...	506-4005-44605	149.29
HALL ENVIRONMENTAL ANALYS...	2304B11	05/18/2023	TAX ON LABOR 7.875%	506-4005-48598	5.43
HALL ENVIRONMENTAL ANALYS...	2304B11	05/18/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	70.00
STAPLES CONTRACT & COMME...	3536392303	05/18/2023	STAPLES HANGING FILE FOLDER...	506-4005-44606	18.25
STAPLES CONTRACT & COMME...	3536392303	05/18/2023	PILOT G2 GEL PENS BLACK INK ...	506-4005-44606	30.80
STAPLES CONTRACT & COMME...	3536392303	05/18/2023	PENDAFLEX BOX BOTTOM 5-TA...	506-4005-44606	30.80
STAPLES CONTRACT & COMME...	3536392303	05/18/2023	MIND READER METAL MESH M...	506-4005-44606	35.37
STAPLES CONTRACT & COMME...	3536392303	05/18/2023	DURACELL COPPERTOP AA ALK...	506-4005-44606	32.09
STAPLES CONTRACT & COMME...	3536392303	05/18/2023	COMMAND CLEAR MEDIUM Wl...	506-4005-44606	7.11
STAPLES CONTRACT & COMME...	3536392303	05/18/2023	PURELL ADVANCED HAND SANI...	506-4005-44606	46.07
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 ...	506-4005-43465	405.80
CITY UTILITIES	A-B MAY 2023	05/18/2023	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	1,322.17
PATRICK LOVEALL	098585	05/23/2023	CAR LOCKOUT REIMBURSEMENT	506-4005-48598	86.60
TDS	05222023	05/24/2023	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
FRANK'S SUPPLY CO INC	1288840	05/24/2023	TRASH PUMP 3" W/ 8 HP HON...	506-4005-47425	1,389.00
HALL ENVIRONMENTAL ANALYS...	2304C03	05/24/2023	TAX ON LABOR 7.875%	506-4005-48598	37.20
HALL ENVIRONMENTAL ANALYS...	2304C03	05/24/2023	EPA MWTOD 624 VOCs	506-4005-48598	100.00

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Payment Dates: 5/1/2023 - 5/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HALL ENVIRONMENTAL ANALYS...	2304C03	05/24/2023	SM5210B BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANALYS...	2304C03	05/24/2023	EPA METHOD 625 SVOCS	506-4005-48598	225.00
HALL ENVIRONMENTAL ANALYS...	2304C03	05/24/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	35.00
TESTON'S FREEWAY CHEVRON	5139, 5140	05/24/2023	OPEN PO FOR DIESEL/UNLEAED...	506-4005-43316	742.42
GRAINGER, INC.	9689213719	05/24/2023	MICROFLEX 5 MIL NITRILE GLO...	506-4005-44605	227.80
GRAINGER, INC.	9689213719	05/24/2023	MICROFLEX 5 MIL NITRILE GLO...	506-4005-44605	227.80
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	506-4005-43775	405.06
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	506-4005-41226	165.50
Fund 506 - WWTP Total:					47,403.08

Fund: 508 - Golf Course

NEW MEXICO STATE ALCOHOL ...	5323	05/04/2023	VOLUNTARY TEMPORARY SUS...	508-4303-43770	20.00
B & H OIL CO.	55108	05/04/2023	DIESEL FOR GOLF COURSE	508-4303-44607	926.00
B & H OIL CO.	55108	05/04/2023	UNLEADED GAS	508-4303-44607	607.21
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	508-4303-41226	63.07
SUN VALLEY, INC.	169124/6	05/12/2023	OPEN PO GOLF COURSE APRIL 2...	508-4303-44607	39.29
STAPLES CONTRACT & COMME...	3536452737	05/12/2023	BIC Wite-Out EZ Correct Correct...	508-4303-44606	12.25
STAPLES CONTRACT & COMME...	3536452737	05/12/2023	Coastwide Professional Jumbo K...	508-4303-44606	86.40
STAPLES CONTRACT & COMME...	3536452737	05/12/2023	Hammermill Copy Plus 8.5" x 11...	508-4303-44606	69.34
STAPLES CONTRACT & COMME...	3536452737	05/12/2023	Coastwide Professional™ 2-Ply S...	508-4303-44606	46.16
STAPLES CONTRACT & COMME...	3536452737	05/12/2023	Scotch® Desktop Tape Dispense...	508-4303-44606	2.86
STAPLES CONTRACT & COMME...	3536452737	05/12/2023	Purell Professional Surface Disin...	508-4303-44606	21.98
STAPLES CONTRACT & COMME...	3536452737	05/12/2023	Westcott All Purpose 8" Stainle...	508-4303-44606	5.16
STAPLES CONTRACT & COMME...	3536452737	05/12/2023	Sharpie Tank Highlighter, Chisel...	508-4303-44606	8.50
STAPLES CONTRACT & COMME...	3536452737	05/12/2023	Sharpie Permanent Marker, Chi...	508-4303-44606	11.34
STAPLES CONTRACT & COMME...	3536452737	05/12/2023	Perk™ 13 Gallon Kitchen Trash ...	508-4303-44606	14.76
STAPLES CONTRACT & COMME...	3536452737	05/12/2023	Post-it® Notes, 3" x 3", Canary ...	508-4303-44606	12.79
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	TM 23 TOUR RADAR RED HAT	508-4303-44607	46.54
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	TM23 TOUR RADAR BLACK HAT	508-4303-44607	46.54
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	TM23 TOUR LITETECH NAVY HAT	508-4303-44607	46.54
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	ADULT GOLF GLOVES	508-4303-44607	128.25
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	GOLF BALLS	508-4303-44607	104.01
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	JUNIOR GOLF GLOVES	508-4303-44607	64.08
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	TM 22 SOFT RESPONSE GLB WH...	508-4303-44607	60.57
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	TM22 SOFT RESPONSE YLW BY ...	508-4303-44607	60.57
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	TM21 DISTANCE + WHITE BY D...	508-4303-44607	42.75
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	FREIGHT	508-4303-44607	53.72
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	TM 21 DISTANCE + YELLOW BAL...	508-4303-44607	42.75
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	TM 23 TOUR LITETECH WHITE ...	508-4303-44607	46.54
TAYLORMADE GOLF COMPANY ...	36525336, 36525662, 36528303..	05/12/2023	TM23 TOUR LITETECH BLACK H...	508-4303-44607	46.54
HELENA CHEMICALS	14155040	05/18/2023	0-0-22 K-MAG FERTILIZER FOR ...	508-4303-44607	480.00
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 ...	508-4303-43465	359.52
SIMPLOT AB RETAIL INC	893009707	05/18/2023	SOLBS BAGS OF SULFUR FOR B...	508-4303-44607	360.00
CITY UTILITIES	A-B MAY 2023	05/18/2023	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	2,638.96
WOODS, LOGAN	DIERCT PAY	05/18/2023	COLLEGE SCHOLARSHIP	508-4303-37316	1,600.00
TDS	05222023	05/24/2023	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	508-4303-43775	80.07
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	508-4303-41226	63.07
SUN COUNTRY AMATEUR GOLF...	2651	05/25/2023	GHIN FEES TOM ENRIETTA	508-4303-37316	30.00
YAMAHA MOTOR FINANCE COR...	806688	05/25/2023	OPEN PO FY22/23 YAMAHA LEA...	508-4303-43465	2,018.95
Fund 508 - Golf Course Total:					10,967.08

Fund: 509 - Muni Airport

SIERRA ELECTRIC CO-OP, INC.	2154-5	05/04/2023	OPEN PO FY22/23 SIERRA ELEC...	509-4403-43780	867.65
NM RETIREE HEALTH CARE	PPE 2023-05-05	05/11/2023	PPE 2023-05-05	509-4403-41226	56.57
SOUTHWEST AUTOMOTIVE	1379	05/12/2023	RADIATOR	509-4403-47420	536.00
SIERRA AUTO/CARQUEST	6016-312408	05/12/2023	WASHER PUMP	509-4403-47420	13.28
SIERRA AUTO/CARQUEST	6016-312708	05/12/2023	PS PUMP RMFD	509-4403-47420	67.04
SIERRA AUTO/CARQUEST	6016-312708	05/12/2023	RACK PINION	509-4403-47420	315.83
TECH 45 AIRPORT MANAGEMEN...	23-B001	05/18/2023	OPEN PURCHASE ORDER AIRPO...	509-4403-48598	3,797.50
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 ...	509-4403-43465	126.27
PINNACLE PROPANE	E014906	05/18/2023	OPEN PO FY 22/23 FOR AIRPO...	509-4403-43780	23.50

EOM AP REPORT

Payment Dates: 5/1/2023 - 5/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TESTON'S FREEWAY CHEVRON	5138	05/24/2023	OPEN PO FY 22-23 TESTONS FR...	509-4403-43316	186.88
WINDSTREAM CORPORATION	76319	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	341.91
VERIZON WIRELESS	9934951231	05/24/2023	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	123.79
NM RETIREE HEALTH CARE	PPE 2023-05-19	05/24/2023	PPE 2023-05-19	509-4403-41226	56.57
Fund 509 - Muni Airport Total:					6,512.79

Fund: 600 - Internal Serv

RELADYNE CONSERVANCY OIL ...	64732	05/04/2023	DRY GEAR ALL 80W90KG	600-7003-43316	406.56
RELADYNE CONSERVANCY OIL ...	64732	05/04/2023	FUEL SURCHARGE	600-7003-43316	10.20
RELADYNE CONSERVANCY OIL ...	64732	05/04/2023	5W20 BU	600-7003-43316	216.79
RELADYNE CONSERVANCY OIL ...	64732	05/04/2023	DMX SB 5W30	600-7003-43316	433.58
RELADYNE CONSERVANCY OIL ...	64732	05/04/2023	15W40	600-7003-43316	516.75
RELADYNE CONSERVANCY OIL ...	64732	05/04/2023	DMX ALL MAKES 5050 AF DR	600-7003-43316	539.00
RELADYNE CONSERVANCY OIL ...	64732	05/04/2023	5050 NF AF DR	600-7003-43316	706.20
RELADYNE CONSERVANCY OIL ...	64732	05/04/2023	DRY TRANSALL UTHF	600-7003-43316	918.75
RELADYNE CONSERVANCY OIL ...	64732	05/04/2023	GLOBAL SYN ATF	600-7003-43316	780.88
RELADYNE CONSERVANCY OIL ...	64732	05/04/2023	DELIVERY	600-7003-43316	14.95
SIERRA AUTO/CARQUEST	6016-312409	05/12/2023	FLAT WASHER 5/16	600-7003-44607	1.35
SIERRA AUTO/CARQUEST	6016-312409	05/12/2023	CRIMPS	600-7003-44607	14.00
SIERRA AUTO/CARQUEST	6016-312409	05/12/2023	4G-4FJX45	600-7003-44607	23.24
SIERRA AUTO/CARQUEST	6016-312409	05/12/2023	HEX NUT 5/16	600-7003-44607	1.61
SIERRA AUTO/CARQUEST	6016-312409	05/12/2023	FLAT WASHER	600-7003-44607	4.50
SIERRA AUTO/CARQUEST	6016-312409	05/12/2023	HYDRA HOSE BULK	600-7003-44607	5.52
SIERRA AUTO/CARQUEST	6016-312409	05/12/2023	BOLT GR8 5/16	600-7003-44607	6.21
SIERRA AUTO/CARQUEST	6016-312409	05/12/2023	4G-2MP	600-7003-44607	7.52
SIERRA AUTO/CARQUEST	6016-312409	05/12/2023	4MJ 4MP	600-7003-44607	3.77
SIERRA AUTO/CARQUEST	6016-312536	05/12/2023	HYDRA HOSE	600-7003-44607	30.82
DESERT GRAPHICS INC.	6660	05/12/2023	DECAL CITY LOGO	600-7003-44607	350.00
DESERT GRAPHICS INC.	6660	05/12/2023	DECAL FACILITY MANAGEMENT	600-7003-44607	156.00
DESERT GRAPHICS INC.	6660	05/12/2023	DECALS PHONE NUMBER	600-7003-44607	150.00
DESERT GRAPHICS INC.	6660	05/12/2023	DECALS STREETS	600-7003-44607	60.00
WEX BANK	88932742-5	05/12/2023	GAS & OIL FY 2022-2023 (OPEN)	600-7003-43316	301.67
AMAZON CAPITAL SERVICES, IN...	1YQK-NL61-KCQC	05/17/2023	FUEL PUMP FOR WELDER	600-7003-44607	29.68
XEROX CORP.	4096559, 4231671	05/18/2023	METER USAGE OPEN PO 22/23 -...	600-7003-43465	315.67
Fund 600 - Internal Serv Total:					6,005.22

Grand Total: 1,855,678.38

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	225,313.47
201 - Corrections	18.00
209 - Fire	19,470.91
211 - Law Enforce Prot	9,254.89
214 - Lodgers Tax	33,757.28
216 - Muni Street	16,540.80
260 - Fiscal Recovery Funds	7,537.67
294 - State Library	15,872.64
295 - Muni Pool	4,378.26
296 - PD GRT	11,292.66
303 - Vet Wall	148.74
306 - CI Jt Uti	37,000.00
312 - R&R Airport	124,559.01
315 - CI Reserve	21,772.02
321 - WATER SYSTEM IMPROVEMENTS	662,938.95
370 - WATER TRUST BOARD PROJECTS	7,346.43
380 - OTHER STATE FUNDED PROJECTS	4,986.20
403 - Pledge State	44,399.28
501 - Cemetary	708.84
502 - Util Office - Pool	3,321.46
503 - Electric	306,133.64
504 - Water	102,056.32
505 - Solid Waste	125,982.74
506 - WWTP	47,403.08
508 - Golf Course	10,967.08
509 - Muni Airport	6,512.79
600 - Internal Serv	6,005.22
Grand Total:	1,855,678.38

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	6,295.64
101-1000-44606	OFFICE SUPPLIES-GOVERN..	500.00
101-1000-60725	GRANTS TO SUB-RECIPIE...	1,250.00
101-1001-41226	RETIREE INSURANCE	298.90
101-1001-43465	RENT OF EQUIPMENT	701.47
101-1001-43740	PRINTING/PUBLISHING	1,017.65
101-1001-43775	TELEPHONE	276.33
101-1002-41226	RETIREE INSURANCE	87.74
101-1002-42720	EMPLOYEE TRAINING-M...	3,257.88
101-1002-43775	TELEPHONE	193.99
101-1002-48598	PROFESSIONAL SERVICES	337.31
101-1003-41226	RETIREE INSURANCE	655.52
101-1003-42720	EMPLOYEE TRAINING-OFF...	630.00
101-1003-43465	RENT OF EQUIPMENT	666.39
101-1003-43775	TELEPHONE	320.89
101-1003-44606	OFFICE SUPPLIES	487.64
101-1004-41226	RETIREE INSURANCE	674.31
101-1004-43465	RENT OF EQUIPMENT	1,216.01
101-1004-43740	PRINTING/PUBLISHING	2,129.80
101-1004-43775	TELEPHONE	248.18
101-1004-44606	OFFICE SUPPLIES	1,150.03
101-1004-48599	OTHER CONTRACTUAL SE...	2,174.61
101-1006-41226	RETIREE INSURANCE	241.34
101-1006-43775	TELEPHONE	110.01
101-1006-44606	OFFICE SUPPLIES	187.48
101-1006-44607	FIELD SUPPLIES	46.16

Account Summary

Account Number	Account Name	Payment Amount
101-1006-48598	PROFESSIONAL SERVICES	1,221.88
101-1007-41226	RETIREE INSURANCE	1,976.07
101-1007-43316	GAS & OIL	5,047.01
101-1007-43403	REGULAR BUILDING MAI...	676.54
101-1007-43465	RENT OF EQUIPMENT	736.55
101-1007-43775	TELEPHONE	1,376.42
101-1007-43815	SOFTWARE	12,800.30
101-1007-44606	OFFICE SUPPLIES	686.84
101-1007-44607	FIELD SUPPLIES	666.61
101-1007-47420	MAINTENANCE VEHICLE/...	3,471.43
101-1008-41226	RETIREE INSURANCE	226.22
101-1008-42620	UNIFORMS LINEN-CODE ...	623.41
101-1008-43316	GAS & OIL	620.89
101-1008-43775	TELEPHONE	248.36
101-1008-44607	FIELD SUPP-CODE ENF/AN...	114.29
101-1008-44615	SAFETY EQUIPMENT	757.89
101-1009-41226	RETIREE INSURANCE	205.32
101-1009-43316	GAS & OIL	898.79
101-1009-43465	RENT OF EQUIPMENT	1,473.50
101-1009-43775	TELEPHONE	144.70
101-1009-44607	FIELD SUPPLIES-MUNI RE...	2,220.21
101-1009-44609	RECREATION SUPPLIES-M...	222.07
101-1009-44613	NON-CAPITAL ITEMS	120.46
101-1009-47415	MAINTENANCE--REPAIRS ...	6,742.73
101-1009-47420	MAINTENANCE VEHICLE/...	222.75
101-1009-48599	OTHER CONTRACTUAL SE...	694.40
101-1009-80845	CAPITAL IMPROVEMENTS...	46,644.68
101-1010-41226	RETIREE INSURANCE	193.48
101-1010-43775	TELEPHONE	93.07
101-1010-48598	PROFESSIONAL SERVICES	18,194.93
101-1011-41226	RETIREE INSURANCE	672.73
101-1011-43775	TELEPHONE	69.45
101-1012-41226	RETIREE INSURANCE	243.99
101-1012-43775	TELEPHONE	85.29
101-1012-44607	FIELD SUPPLIES-FLEET MA...	1,832.70
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	GAS & OIL	155.31
101-1014-41226	RETIREE INSURANCE	349.20
101-1014-43316	GAS & OIL	521.06
101-1014-43403	REGULAR BUILDING MAI...	13,817.68
101-1014-43465	RENT OF EQUIPMENT	87.68
101-1014-43775	TELEPHONE	128.87
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,535.05
101-1014-44615	SAFETY EQUIPMENT	375.00
101-1014-47410	MAINTENANCE CONTRAC...	53.88
101-1014-47420	MAINTENANCE-VEHICLE/...	125.34
101-1016-41226	RETIREE INSURANCE	409.32
101-1016-44606	OFFICE SUPPLIES	348.82
101-1016-44830	CITY BOOK PURCHASING-L...	2,446.24
101-1017-48599	OTHER CONTRACTUAL SE...	47,074.16
101-1018-43780	UTILITIES	14,042.30
101-1018-43815	SOFTWARE LIC/SOFTWAR...	248.02
101-1018-48598	PROFESSIONAL SERVICES	958.42
101-1040-43465	RENT OF EQUIPMENT	701.48
101-1040-43815	SOFTWARE	3,599.80
101-1099-34343	ANIMAL POUND FEES	50.00
101-1099-34348	RENT OF PUBLIC FACILITIES	750.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	18.00

Account Summary

Account Number	Account Name	Payment Amount
209-1603-42720	Employee Training & Trav...	3,155.20
209-1603-43316	GAS & OIL	197.62
209-1603-43465	RENT OF EQUIPMENT	789.16
209-1603-43775	TELEPHONE	366.46
209-1603-43780	UTILITIES	652.57
209-1603-47415	MAINTENANCE--REPAIRS ...	471.98
209-1603-47420	MAINTENANCE VEHICLE/...	3,837.92
209-1603-48599	OTHER CONTRACTUAL SE...	10,000.00
211-2003-42535	EMPLOYEE TRAINING	1,315.00
211-2003-44607	FIELD SUPPLIES	5,648.20
211-2003-44613	NON-CAPITAL ITEMS	2,291.69
214-2503-30318	PROMOTION/ADVERTISG ...	61.37
214-2503-30319	NON-PROMOTION FUND ...	40.92
214-2503-47406	PROMOTIONAL/ADVERTIS...	13,447.44
214-2540-48599	OTHER CONTRACT SERVIC...	827.64
214-2540-60725	GRANTS TO SUB-RECIPIE...	5,951.02
214-2560-60725	GRANTS TO SUB-RECIPIE...	13,428.89
216-4503-42620	UNIFORM LINEN-MUNI S...	462.00
216-4503-43316	GAS & OIL	3,606.43
216-4503-43403	REGULAR BUILDING MAI...	199.96
216-4503-44607	FIELD SUPPLIES-STREETS	864.26
216-4503-44615	SAFETY EQUIPMENT	189.95
216-4503-47420	MAINT.VEHICLE/FURN/E...	4,479.62
216-7018-48598	Professional Serv/Contrac...	6,738.58
260-2002-80860	INFRASTRUCTURE	7,537.67
294-5003-43465	RENT OF EQUIPMENT	111.13
294-5003-43775	TELEPHONE	166.27
294-5003-48830	LIBRARY ACQUISITION (B...	15,495.29
294-5003-60834	STATE LIBRARY GRANT-ST...	99.95
295-4803-12109	CHANGE FUND-POOL	50.00
295-4803-41226	RETIREE INSURANCE	80.20
295-4803-42620	UNIFORMS-LIFEGUARDS	662.15
295-4803-43403	REGULAR BUILDING MAI...	483.50
295-4803-43465	RENT OF EQUIPMENT	73.66
295-4803-43775	TELEPHONE	28.43
295-4803-43780	UTILITIES-MUNI POOL	1,445.99
295-4803-44607	FIELD SUPPLIES-MUNI PO...	1,404.33
295-4803-47415	MAINTENANCE--REPAIRS ...	150.00
296-2403-44613	NON-CAPITAL ITEMS	79.88
296-2403-80810	OTHER CAPITAL EQUIPM...	11,212.78
303-4703-43775	TELEPHONE	148.74
306-6103-47421	MAINTENANCE EQUIPME...	20,835.00
306-6103-48598	PROFESSIONAL SERVICES	16,165.00
312-7024-47415	MAINTENANCE--REPAIRS ...	124,559.01
315-8001-44613	NON CAPITAL EQUIPMEN...	21,772.02
321-6603-80860	INFRASTRUCTURE	662,938.95
370-7019-80847	ROADWAYS AND BRIDGES	7,346.43
380-7020-48598	PROFESSIONAL SERVICES	4,986.20
403-1203-12918	CWPA PPRF-2613 TORC 18..	690.58
403-1203-12919	CWPA PPRF-2737 TORC 19..	7,598.71
403-1203-12952	PPRF-5652 ELECTRIC TRA...	8,612.15
403-1203-12967	PPRF-4967 OPERATING	7,150.59
403-1203-90910	DEBT SERVICE INTEREST	19,982.55
403-1203-90925	COMMITMENTS & OTHER...	364.70
501-1803-43780	UTILITIES	708.84
502-3601-41226	RETIREE INSURANCE	509.90
502-3601-43316	GAS & OIL	459.01
502-3601-43465	RENT OF EQUIPMENT	1,087.28

Account Summary

Account Number	Account Name	Payment Amount
502-3601-43775	TELEPHONE	271.83
502-3601-43780	UTILITIES	265.32
502-3601-44606	OFFICE SUPPLIES	685.39
502-3601-44607	FIELD SUPPLIES	42.73
503-3702-41226	RETIREE INSURANCE	911.00
503-3702-43316	GAS & OIL	1,392.07
503-3702-43465	RENT OF EQUIPMENT	315.67
503-3702-43775	TELEPHONE	243.84
503-3702-43780	UTILITIES	6,243.86
503-3702-43815	SOFTWARE LIC/SOFTWAR...	248.02
503-3702-44606	OFFICE SUPPLIES	779.82
503-3702-44607	FIELD SUPPLIES	17,000.08
503-3702-44613	NON-CAPITAL ITEMS	1,212.87
503-3702-45796	FRANCHISE TAX-ELECTRIC...	3,851.91
503-3702-47420	MAINTENANCE-VEHICLE/...	1,168.54
503-3702-48598	PROFESSIONAL SERVICES	9,008.47
503-3702-50795	WHOLESALE POWER COS...	263,757.49
504-3803-10113	WATER	2,701.44
504-3803-41226	RETIREE INSURANCE	439.24
504-3803-43316	GAS & OIL	862.57
504-3803-43775	TELEPHONE	111.93
504-3803-43780	UTILITIES	8,653.88
504-3803-43797	WATER CONSERVATION-...	1,296.96
504-3803-43815	SOFTWARE LIC/SOFTWAR...	248.01
504-3803-44606	OFFICE SUPPLIES	921.00
504-3803-44607	FIELD SUPPLIES-WATER D...	12,416.60
504-3803-44613	NON-CAPITAL ITEMS	1,396.37
504-3803-44810	EQUIPMENT & MACHINE...	1,389.00
504-3803-45796	FRANCHISE TAX-WATER D...	966.26
504-3803-47415	MAINTENANCE--REPAIRS ...	1,222.50
504-3803-47421	MAINTENANCE EQUIPME...	59,832.87
504-3803-48598	PROFESSIONAL SERVICES	9,597.69
505-3904-41226	RETIREE INSURANCE	1,142.76
505-3904-43316	GAS & OIL	4,828.59
505-3904-43465	RENT OF EQUIPMENT	526.10
505-3904-43775	TELEPHONE	164.85
505-3904-43780	UTILITIES	1,178.25
505-3904-43815	SOFTWARE LIC/SOFTWAR...	5,640.01
505-3904-44606	OFFICE SUPPLIES	265.38
505-3904-44607	FIELD SUPPLIES-SOLID WA...	5,141.85
505-3904-45601	WASTE DISPOSAL	75,056.26
505-3904-45796	FRANCHISE TAX	1,582.35
505-3904-47420	MAINTENANCE-VEHICLE/...	3,037.33
505-3904-48598	PROFESSIONAL SERVICES	958.41
505-3904-48599	OTHER CONTRACTUAL SE...	26,460.60
506-4005-41226	RETIREE INSURANCE	281.77
506-4005-42310	PER DIEM-WASTEWATER ...	971.79
506-4005-43316	GAS & OIL	854.24
506-4005-43465	RENT OF EQUIPMENT	405.80
506-4005-43775	TELEPHONE	405.06
506-4005-43780	UTILITIES	9,579.86
506-4005-43815	SOFTWARE LIC/SOFTWAR...	248.02
506-4005-44605	CHEMICALS/LABORATORY...	1,976.77
506-4005-44606	OFFICE SUPPLIES	421.45
506-4005-44607	FIELD SUPPLIES-WASTEW...	4,749.15
506-4005-47415	MAINTENANCE--REPAIRS ...	144.00
506-4005-47420	MAINTENANCE-VEHICLE/...	900.00
506-4005-47425	OTHER MAINTENANCE-W...	19,178.08

Account Summary

Account Number	Account Name	Payment Amount
506-4005-48598	PROFESSIONAL SERVICES	3,264.68
506-4005-48798	VILLAGE OF WILLIAMSBU...	4,022.41
508-4303-37316	MISC INCOME-GOLF COU...	1,630.00
508-4303-41226	RETIREE INSURANCE	126.14
508-4303-43465	RENT OF EQUIPMENT	2,378.47
508-4303-43770	SUBSCRIPTION & DUES	20.00
508-4303-43775	TELEPHONE	680.07
508-4303-43780	UTILITIES	2,638.96
508-4303-44606	OFFICE SUPPLIES	291.54
508-4303-44607	FIELD SUPPLIES	3,201.90
509-4403-41226	RETIREE INSURANCE	113.14
509-4403-43316	GAS & OIL	186.88
509-4403-43465	RENT OF EQUIPMENT	126.27
509-4403-43775	TELEPHONE	465.70
509-4403-43780	UTILITIES	891.15
509-4403-47420	MAINTENANCE VEH/EQUI...	932.15
509-4403-48598	PROFESSIONAL SERVICES	3,797.50
600-7003-43316	GAS & OIL	4,845.33
600-7003-43465	RENT OF EQUIPMENT	315.67
600-7003-44607	FIELD SUPPLIES	844.22
Grand Total:		1,855,678.38

Project Account Summary

Project Account Key	Payment Amount
None	1,855,678.38
Grand Total:	1,855,678.38



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: G.1

SUBJECT: Public Hearing and Final Adoption of Ordinance 752 Amending the City of Truth or Consequences Code of Ordinances, by Amending Section 14-96 of the Code Pertaining to Waste Water Connection Fees

DEPARTMENT: City Manager's Office

DATE SUBMITTED: June 9, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Arnie Castaneda-W/WW Director

Summary/Background:

The current rates/fees are not covering product and installation and in need of increase to cover contemporary dollar values.

Recommendation:

Public Hearing and Final Adoption.

Attachments:

- Ordinance No. 752
- Click here to enter text.

Fiscal Impact (Finance): Yes

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 6-14-2023

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 752

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 14-96 OF THE CODE PERTAINING TO [WASTE]WATER CONNECTION FEES

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

Section one. That section 14-96 of the Code of Ordinances of the City of Truth or
Consequences be amended so that such section shall read as follows:

SEC. 14-96. - [WASTE]WATER CONNECTION FEES.

(a) Wastewater service tap fees:

Size Charge	
4"	\$1,200.00
6"	\$1,600.00

(b) Facilities provided in tap fee:

(1) Excavation of trench to within 18 inches of the Customer's property line with a
maximum depth of six feet and a maximum length of 25 feet.

(2) Install service line to a maximum length of 25 feet.

(3) Provide and install saddle and other required fittings.

(4) Backfill and compact trench with rock and gravel-free soil.

(c) Additional charges: There will be additional charges to the basic wastewater service tap
fee under the following circumstances:

(1) Excavation of trench in excess of six feet in depth or in excess of 25 feet in length;

(2) Soil or surface conditions that require the use of equipment other than our standard
backhoe or trencher;

(3) Soil conditions that require a trench wider than four feet to safely install the service;

(4) Trench depths that require sloping of trench sides or shoring to safely install the service; or

(5) Removal and replacement of surface in paved streets or alleys.

The additional charges will be based on actual costs of equipment, time labor, and materials needed to install the service.

(Ord. No. 634, § 2, 1-8-13)

Section two. Effective date. The provisions of this Amended Ordinance shall become effective June 19, 2023.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this 14th day of June 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: G.2

SUBJECT: Public Hearing and Final Adoption of Ordinance No. 753 Amending the City of Truth or Consequences Code of Ordinances, by Amending Section 14-95 of the Code Pertaining to Water Connection Fees

DEPARTMENT: City Manager's Office

DATE SUBMITTED: June 9, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Arnie Castaneda-W/WW Director

Summary/Background:

The current rates/fees are not covering product and installation and in need of increase to cover contemporary dollar values.

Recommendation:

Public Hearing and Final Adoption of Ord. No. 753

Attachments:

- Ordinance No. 753
- Click here to enter text.

Fiscal Impact (Finance): Yes

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 6-14-2023

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 753

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 14-95 OF THE CODE PERTAINING TO WATER CONNECTION FEES

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

Section one. That section 14-95 of the Code of Ordinances of the City of Truth or
Consequences be amended so that such section shall read as follows:

SEC. 14-95. - WATER CONNECTION FEES.

(a) Water service tap fees:

Size Charge	
¾"	\$1,200.00
1"	\$1,300.00
1 ½"	\$1,500.00
2"	\$2,000.00
4"	\$3,000.00
6"	\$4,000.00
8"	\$6,000.00

Costs for installation of services in excess of two inches will be estimated at the time of the service request. It is not the policy of the City to stock material for services larger than two inches. The estimate will be based upon costs of equipment, time, labor, and material in effect at the time of the service request.

(b) Facilities provided in tap fee:

(1) Excavation of trench to within 18 inches of the Customer's property line with a maximum trench length of 25 feet.

(2) Provide and install service saddle, corporation stop, curb stop, and service line to a maximum of 25 feet.

(3) Meter box and meter with two meter couplings.

(4) Backfill and compact trench with rock and gravel free soil.

(c) Additional charges: There will be additional charges to the basic water service tap fee under the following circumstances:

(1) Excavation of trench for distances greater than 25 feet;

(2) Excavation of service line for distances greater than 25 feet;

(3) Soil or surface conditions that require the use of equipment other than our standard backhoe or trencher; or

(4) Removal and replacement of surface in paved streets or alleys.

The additional charges will be based on actual cost of equipment, time labor, and materials needed to install the service.

(Ord. No. 634, § 1, 1-8-13)

Section two. Effective date. The provisions of this Amended Ordinance shall become effective June 19, 2023.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this 14th day of June, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: G.3

SUBJECT: Public Hearing and Final Adoption of Ordinance No. 755 an Ordinance authorizing the lease of real property to Gravity Pad Towers' LLC (Water tank site on 2nd Street) pursuant to section 3-54-1 NMSA 1978

DEPARTMENT: City Manager's Office

DATE SUBMITTED: June 9, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

Public Hearing and Final Adoption of Ordinance No. 755

Recommendation:

Public Hearing and Final Adoption of Ordinance No. 755

Attachments:

- Ordinance No. 755
- [Click here to enter text.](#)

Fiscal Impact (Finance): Yes

\$80,000.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 6-14-2023

ORDINANCE No. 755

**AN ORDINANCE AUTHORIZING THE GRANT OF EASEMENT
OF REAL PROPERTY, PURSUANT TO SECTION 3-54-1 NMSA
1978.**

A. WHEREAS, the City of Truth or Consequences, New Mexico (the "City") is a legally created, established, organized and existing incorporated municipality under the constitution and laws of the State of New Mexico; and

B. WHEREAS, the City owns certain real property located within its boundaries specifically described as follows:

New Mexico Principal Meridian, New Mexico
T. 13 S., R. 4 W.,
Sec. 33, Northwestern portion of
Block 80 reserved for
waterworks in townsite
plat of Hot Springs, State
of New Mexico, approved
October 31, 1919.
Containing 1.154 acres;
(the "Real Property"); and

C. WHEREAS, the City entered into a certain Tower Structure Lease Agreement dated May 8, 2019 with Gravity Pad Towers' LLC ("Gravity Pad") (the "Lease"), whereby the City leased to Gravity Pad a portion of the Real Property, including (i) a portion of the exterior of that certain water tower located on the Real Property, and (ii) ground space for equipment, utilities and access (collectively (i) and (ii), the "Lease Premises"). Pursuant to the Lease, Gravity Pad pays the landlord of the Lease a monthly rental based on the number of subcarriers located within the Lease Premises ("Rent"). Currently, there is one subcarrier, with a second subcarrier ("Verizon") expected to commence a subcarrier lease with Gravity Pad within twelve (12) months from the Commencement Date (defined below); and

D. WHEREAS, the City has negotiated an Easement Agreement with TowerPoint Acquisitions, LLC and its successors and assigns (including its asset holding company TPA V, LLC) (the "Tenant"), whereby the City shall grant an easement interest for telecom purposes in and to a portion of the above-described Real Property, including the Lease Premises, to the Tenant (the "Easement"), and an assignment of the City's interest in the Lease to the Tenant; and

E. WHEREAS, under Section 3-54-1 NMSA 1978, the City is required to obtain an appraisal from a qualified appraiser of any real property to be granted, and said

appraisal was prepared by Lee Morris of Morris Appraisal Services, Inc. dated August 25, 2022; and

E. According to the aforesaid appraisal, the appraiser opined as follows: "Therefore, by reason of my research of the current market, and by virtue of my experience, I have formed the opinion that the market rent for the ground lease as stated as of the effective date of this report was: **SIX THOUSAND DOLLARS (\$6,000.00)** per year.

F. The contemplated purchase price to the City is a one-time upfront payment of \$80,000.00 to be paid to the City at the inception of the Easement ("Commencement Date"). Additionally, there shall be a second payment of \$80,000 in the event Verizon commences a sublease with Gravity Pad, and the Tenant receives an increase in Rent from Gravity Pad within twelve (12) months' of the Commencement Date. The Easement shall be for a ninety-nine (99) year term commencing upon the Commencement Date.

G. The Tenant of the proposed Easement shall be TPA V, LLC, a Delaware Limited Liability Company. A copy of the following documents are attached hereto as **EXHIBITS A and B**, and are incorporated into this Ordinance by reference.

1. Exhibit A- Letter of Intent to Purchase interest in Wireless Site.
2. Exhibit B- Easement Agreement.

H. The City Commission has determined that it is in the best interests of the City to consummate the proposed transaction. Several of the reasons in support of proceeding with the proposed transaction include the following:

1. As noted above, the proposed payment of \$80,000.00 would be "up-front" at the inception of the Easement.
2. Proceeding with the proposed transaction represents the best use of the Real Property. It would be otherwise difficult and costly to develop the Real Property.
3. In the absence of entering into the proposed long term Easement Agreement, it is very speculative if the Real Property could be used as a cell tower site in the distant future.
4. Operating and maintaining the Real Property in its current use has been a labor-intensive endeavor the City. Entering into this proposed transaction would relieve the City of a significant, time-consuming burden.

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

Section 1. Authority. The City is authorized to grant easement interests in real property pursuant to the provisions of Section 3-54-1, N.M.S.A. (1978).

Section 2. Material Terms Lease Agreement.

A. The City shall grant an Easement in a portion of the above-described Real Property to the Tenant in accordance with the terms described in **EXHIBITS A and B above.**

B. The Tenant acknowledged that, except as specifically referenced in the Easement, Tenant is taking grant of the Easement in "as is" condition, and, the City has, except as specifically referenced in the Easement, made no warranties or representations regarding the Real Property, the status of its title, or its feasibility for development.

Section 3. Effective Date. This Ordinance shall be effective immediately after its adoption.

Section 4. Severability. If any section, paragraph, clause or provision shall be held to be valid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

PASSED, ADOPTED, SIGNED AND APPROVED THIS 14th DAY OF June 2023.

CITY OF TRUTH OR CONSEQUENCES

By _____
Amanda Forrister, Mayor

ATTEST:

By _____
Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: H.1

SUBJECT: Discussion/Action: Resolution 43 22/23 Adoption of Required Community Development Block Grant (CDBG) Certifications and Commitments

DEPARTMENT: Community Development

DATE SUBMITTED: June 8, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Municipalities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations, certifications and required commitments

Recommendation:

Approve Resolution 43 22/23 CDBG Certifications and Commitments

Attachments:

- Resolution 43 22/23
- Federal Requirements Plan

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

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. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-14-2023

Grantee Name: City of Truth or Consequences

CDBG Project Number: 22-C-NR-I-01-G-01

RESOLUTION # _____

**ADOPTION OF REQUIRED
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CERTIFICATIONS AND COMMITMENTS**

WHEREAS, municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

WHEREAS, the City of Truth or Consequences (hereinafter referred to as the Grantee) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

Citizen Participation	certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)
Fair Housing	certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin
Residential Anti-Displacement & Relocation Assistance	certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity
Section 3	certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community. Attached is the Grantee Section 3 hiring information.
Procurement	certifies its compliance with federal procurement code (24 CFR Part 85.36) and New Mexico Procurement Code (§13-1-120 NMSA 1978) by adopting a procurement policy for CDBG projects.

GRANTEE SECTION 3 PLAN CHART

- Chart for Section 3 Plan **MUST** be filled out for job classifications that result from this CDBG funding. If this project will not create jobs, this chart will not be applicable. Attach additional job classifications as necessary.

City of Truth or Consequence ANTICIPATED/ACTUAL HIRES _____ HIRING YEAR				
PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income City of Truth or Consequence Residents	# of Positions Filled	Positions Filled by Lower Income City of Truth or Consequence Residents
City of Truth or Consequence				

NOW, THEREFORE, BE IT RESOLVED, that the Grantee adopts the above CDBG certifications through the term of the CDBG grant agreement with the Department of Finance and Administration, as amended, if applicable.

PASSED, APPROVED, SIGNED, AND ADOPTED at a duly called and convened regular meeting of the governing body of the _____ this _____ day of _____, 20____.

SIGNED: _____, Chief Elected Official

ATTEST:

(Name and Title)

EXHIBIT 1-Z

CDBG FEDERAL REQUIREMENTS

CITIZEN PARTICIPATION REQUIRED ELEMENTS

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, The City of Truth or Consequences has prepared and adopted this Citizen Participation Plan.

Objective A

The City of Truth or Consequences will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. *Action items:*

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of county/municipality upcoming meetings, actions and functions.*
2. *Develop press releases on county/municipality meetings, actions and hearings, and circulate to newspapers, radio and television media.*
3. *Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

Objective B

The City of Truth or Consequences will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

1. *Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
3. *Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

Objective C

The City of Truth or Consequences will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the county/municipality. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the county/municipality upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

Objective D

The City of Truth or Consequences will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action Items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
 - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
 - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

Objective E

The City of Truth or Consequences will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action Items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
2. *Allow for appeal of a decision to a neutral authority.*
3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*

Objective F

The City of Truth or Consequences will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

FAIR HOUSING REQUIRED ELEMENTS

A resolution of the _____ City Commission _____ of the _____ City
of _____ Truth or Consequences _____, adopting a fair housing policy, making known its commitment to the
principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all
applicant for Community Development Block Grants funds certify that they shall affirmatively further
fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and
the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale,
rental, leasing and financing of housing or land to be used for the construction of housing or in the
provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or
national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American
values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and
its people;

NOW, THEREFORE, BE RESOLVED THAT the _____ City Commission _____ of the _____ City
of _____ Truth or Consequences _____ hereby wish all persons living, working, doing business in or traveling
through this _____ City _____ to know that: discrimination in the sale, rental, leasing, and
financing of housing or land to be used for construction of housing, or in the provision of brokerage
services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited
by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the _____ City
of _____ Truth or Consequences _____ to implement programs, within the constraints of its resources, to ensure equal
opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or
national origin; and within available resources the _____ City _____ of _____ Truth or Consequences _____ will
assist all persons who feel they have been discriminated against in housing issues on the basis of race,
color, religion, sex, handicap, familial status or national origin to seek equality under existing federal
and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S.
Department of Housing and Urban Development; and that the _____ City _____ of _____ Truth or Consequences _____
shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders
and others involved with housing to become aware of their respective responsibilities and rights under
the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that
the _____ City _____ of _____ Truth or Consequences _____ shall undertake the following actions to affirmatively
further fair housing:

(List all such actions to include: mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media; posting copies of this resolution at identified locations; distributing flyers; sponsoring schools)

Publish copy of resolution with local media.

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE REQUIRED ELEMENTS

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a "residential Anti-displacement and relocation assistance plan" (Plan). As a CDBG grantee, The City of Truth or Consequences must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps The City of Truth or Consequences will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. The City of Truth or Consequences's Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within The City of Truth or Consequences to the extent feasible, the units shall be located within the same neighborhood as the units replaced

- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless The City of Truth or Consequences has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between The City of Truth or Consequences and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. ~~The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance~~
- F. Before The City of Truth or Consequences enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, The City of Truth or Consequences must make public and submit in writing to State of New Mexico Department of Finance and Administration Local Government Division the following information:
- 1 A description of the proposed assisted activity;
 - 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
 - 3 A time schedule for the commencement and completion of the demolition or conversion;
 - 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
 - 5 The source of funding and time schedule for the provision of replacement dwelling units;
 - 6 The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
 - 7 Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in

the State of New Mexico Department of Finance and Administration Local
Government Division Consolidated Plan.

- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within The City of Truth or Consequences. In making such a determination, State of New Mexico Department of Finance and Administration Local Government Division will consider such factors as vacancy rates, numbers of lower-income units in The City of Truth or Consequences and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to ~~receive benefits under the URA, if they determine that it is in their best interest to do so.~~ The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
 - 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of

utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, The City of Truth or Consequence must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.

2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the

"Total Tenant Payment", as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within The City of Truth or Consequence.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to The City of Truth or Consequence for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if The City of Truth or Consequence or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
 1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is

provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.

2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. ~~The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the~~ The City of Truth or Consequences determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. The City of Truth or Consequences determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. **Screening of Applications** All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. **Acquisition of Property** Applicants who apply for CDBG funds to acquire property for the

development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. Cost of Relocation Assistance The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
 - 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by The City of Truth or Consequence covering the rehabilitation or demolition.

IX. Grievances

The The City of Truth or Consequence will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

SECTION 3 PLAN REQUIRED ELEMENTS

The City of Truth or Consequen is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

The City of Truth or Consequen has appointed _____ as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the City of Truth or Consequen. Documentation of efforts will be retained on file for monitoring by the state.

Therefore, the City of Truth or Consequen shall:

1. Hiring
 - a. Advertise for all City of Truth or Consequen positions in local newspapers
 - b. ~~List all City of Truth or Consequen job opportunities with the State Employment Service~~
 - c. Give preference in hiring to lower income persons residing in the City of Truth or Consequen. This means that if two equally qualified persons apply and one is a resident of the City of Truth or Consequen and one is not, the resident will be hired
 - d. Maintain records of City of Truth or Consequen hiring as specified in the CDBG Resolution to Adopt CDBG Requirements (Exhibit 1-Y). Note: Chart for Section 3 Plan MUST be filled out in its entirety and updated with a CDBG grant agreement.
2. Contracting
 - a. The City of Truth or Consequen will compile a list of businesses, suppliers and contractors located in the City of Truth or Consequen.
 - b. These vendors will be contacted for bid or quotes whenever the City of Truth or Consequen requires supplies, services or construction.
 - c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within the City of Truth or Consequen and one from outside the City of Truth or Consequen, the contract will be awarded to the business located within the community.

3. Training

The City of Truth or Consequence shall maintain a list of all training programs operated by the City of Truth or Consequence and its agencies and will direct them to give preference to City of Truth or Consequence residents. The City of Truth or Consequence will also direct all CDBG sponsored training to provide preference to City of Truth or Consequence residents.

4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The City of Truth or Consequence shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The City of Truth or Consequence will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in City of Truth or Consequence and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for City of Truth or Consequence. Information contained in our Section 3 Plan reflects the status of the City of Truth or Consequence employees regarding lower income considerations based on their salary paid by the City of Truth or Consequence.

Certification

This Federal Requirements Plan hereby incorporates all of the State of New Mexico CDBG requirements to include Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation as well as Section 3. The City of Truth or Consequence herewith certifies to follow the CDBG Federal Requirements Plan described above and adopt the plan by resolution once throughout the term of the CDBG grant agreement.

PASSED AND ADOPTED BY THE City Commission of the City
of Truth or Consequence on this _____ day of _____.

ATTEST:

APPROVED AS TO FOR:

City Clerk

City Attorney

Plan Adoption Date: _____

Adoption Instrument: _____

Certified By: _____

Date

Amanda Forrister

Mayor

Copy to Local Government Division with attachments



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: H.2

SUBJECT: Resolution No. 49 22/23 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: June 8, 2023

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Kristie Wilson, 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. 49 22/23 Budget Adjustment Requests for Fiscal Year 2022-2023

Attachments:

- Resolution No 49 22/23
- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC agendas 6-14-2023



RESOLUTION NO. 49 22/23

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2022-2023.

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 2022-2023; 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 **14th day of June, 2023**.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
 FISCAL YEAR: 2022-23 6/14/2023
 DFA Resolution Number: 49 22/23
 BAR NUMBER 13

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	304	304-4903-32010	State Agency on Aging	Revenue	\$ 100,000	\$ 35,000.00		\$ 135,000	Junior Bill Appropriation (ALTSD) FY22/23
1	304	304-4903-43999	Operating Costs	Expense	\$ -	\$ 35,000.00		\$ 35,000	Junior Bill Appropriation (ALTSD) FY22/23

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Amanda Forrister, Mayor

(Date)

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

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

APPROPRIATION NUMBER:
651000000

APPROPRIATION AMOUNT:
\$35,000

REVERSION DATE:
June 30, 2023

APPROPRIATION LANGUAGE
For senior meal sites

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

APPROPRIATION REIMBURSEMENT

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

CERTIFICATION

I hereby certify that :

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

Entity

Date

Entity

Date

APPROVAL

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

Blanca Sena
ALTSD Agency

8-18-2022
Date

Aging & Long-Term Services Department (ALTSD)

Junior Bill Appropriations Agreement

Request for Payment

**Form
Exhibit A**

I. Entity Information

(Make sure information is complete & accurate)

A. Entity: City of Truth or Consequences
B. Address: 505 Sims Street
(Complete Mailing, including Suite, if applicable)
Truth or Consequences, NM 87901
City, State, Zip
C. Phone No: 575-952-0565
D. Project No: 62400-04900-6510000000-547400
E. Project Title: Junior Bill Appropriation
F. Appropriation Expiration Date: 6-30-2023

II. Payment Computation

A. Payment Request No. 1
B. Project Amount: \$35,000.00
C. Funds Requested to Date: 0.00
D. Amount Requested this Payment: \$35,000.00
E. Project Balance: 0.00
F. Project Balance: 0.00

III. Fiscal Year : 2022 (July 1, 2022 - June 30, 2023)

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

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


Entity Fiscal Officer
or Fiscal Agent (if applicable)


Entity Representative

Traci Alvarez
Printed Name

Date: 5-25-2023

Crystal Walton
Printed Name

Date: 5-25-23

(State Agency Use Only)

Vendor Code: _____

Fund No.: _____

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

Division Fiscal Officer

Date

Division Project Manager

Date

304-4903-10121
<304-4903-32010>
6/2/23



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Aging and Long Term Services

2550 Cerrillos Rd.
Santa Fe NM 87505
United States

Dispatched

Purchase Order 62400-0000021242	Date 08-18-2022	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer SUSIE VIALPANDO	Phone	Currency USD

Dispatch Via Print

Supplier: 0000054340
CITY OF TRUTH OR
CONSEQUENCES
505 SIMS ST
T OR C NM 87901-0000
United States

Ship To: See Detail Below

Bill To: 2550 Cerrillos Road
Santa Fe NM 87505
United States

Origin:	EXE	ExclExcl#:	13-1-98-A			
Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date

1 - 1	Junior Bill appropriation for senior meal sites Effective 7/1/2022-6/30/2023 - Grant funds to be expended by 6/30/2023	1.00	EA	\$35,000.00	\$35,000.00	08/18/2022
-------	--	------	----	-------------	-------------	------------

Ship To: 1
Latishia Ortiz -
latishiae.ortiz@state.
nm.us
2550 Cerrillos Road
Santa Fe NM 87505
United States

62400-04900-6510000000-547400- - - -123-G0000

Schedule Total \$35,000.00

Item Total \$35,000.00

8/18/22 - Supporting documents attached. SV

Total PO Amount \$35,000.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

Katrina Chabon

Search Transactions

Activity: All transactions Type: All; Amount: \$35,000.00

Transactions

🕒 Pending ● Posted

Totals are not supported for your search criteria.

Date ▼	Description ◇	Debit ◇	Credit ◇	Balance
🕒 Jun 01, 2023	VNDR PYMT State of New Mex City Truth or Consequences 1 ALTSD INVOICE# City Tr		35,000.00 ✓	
● Jun 01, 2022	Senior Meal Site Reimbursement ZF9280	35,000.00		
● May 27, 2022	VNDR PYMT State of New Mex T orC-1-922 ALTSD, Inv.# T orC-1-922, Appropriation		35,000.00	

Payments & Transfers

Create A Transfer *js*

RECEIVED
6/2/23
SN

☑ Your transfer is pending client approval. Your reference number is 117187202.

Template

Open transfer

From Account

JOINT UTILITY ****8891

To Account

Senior Grants ****8998

Date

Jun 02, 2023

Amount

\$35,000.00 ✓

Description

SENIOR GRANT JUNIOR BILL PAYMENT (ALTSD)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.1

SUBJECT: Water Update

DEPARTMENT: City Manager's Office

DATE SUBMITTED: June 9, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Arnie Castaneda-W/WW Director

Summary/Background:

Water Update.

Recommendation:

Presentation only.

Attachments:

- N/A
- [Click here to enter text.](#)

Fiscal Impact (Finance): Yes

[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 6-14-2023



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.2

SUBJECT: Electric Rate Study
DEPARTMENT: ELECTRIC DEPARTMENT
DATE SUBMITTED: June 6, 2023
SUBMITTED BY: BO EASLEY, ELECTRIC DEPT. MANAGER
WHO WILL PRESENT THE ITEM: CRAIG BROWN, 1898 & CO., BO EASLEY, ELECTRIC DEPT.

Summary/Background:

PRESENTATION COVERING THE RATE STUDY THAT WAS CONDUCTED ON THE CITY OF TORC ELECTRIC RATES.

Recommendation:

Presentation Only

Attachments:

- ELECTRIC RATE STUDY PRESENTATION
[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-14-2023



TRUTH OR NEW MEXICO
CONSEQUENCES

Electric Rate Study

June 14, 2023

Craig Brown, 1898 & Co. | Part of Burns & McDonnell

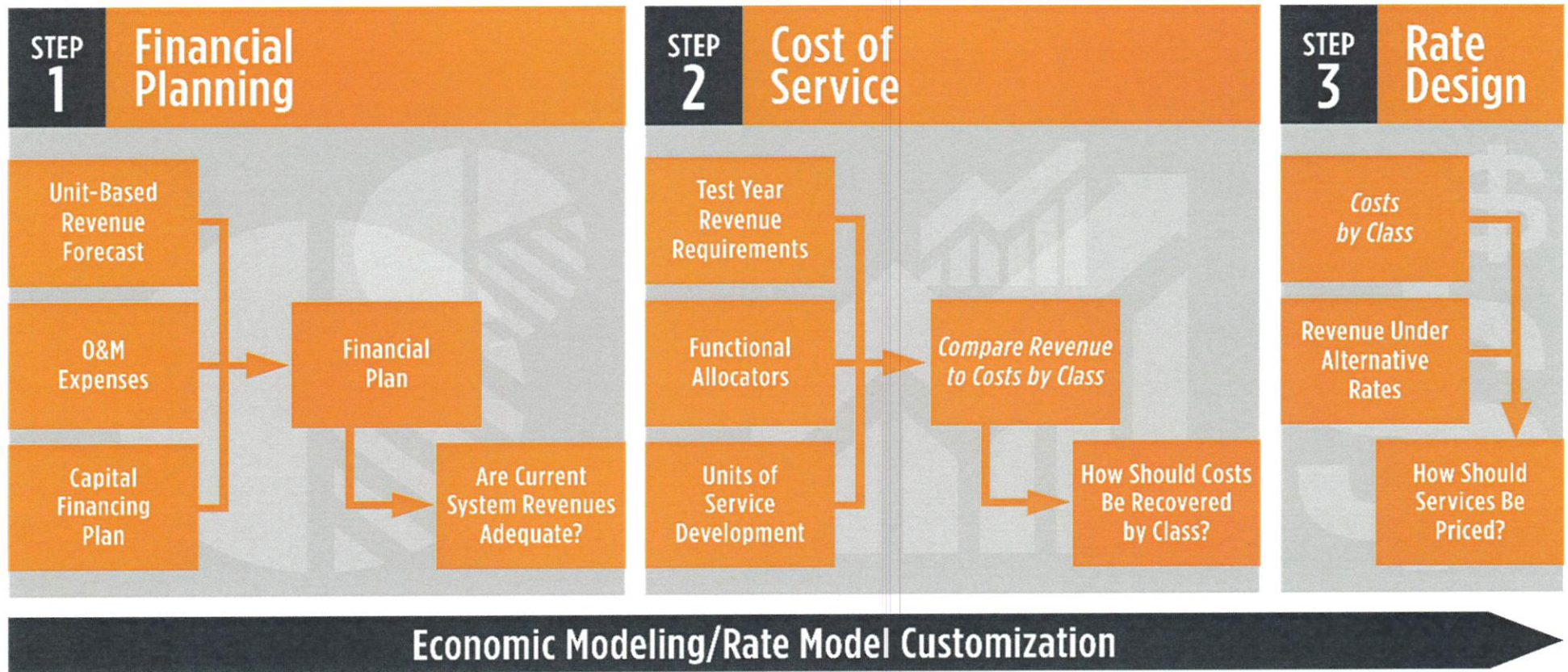


Agenda

- Overview of the Rate Study Process
- 5-Year Financial Forecast
- Cost of Service Study
- Rate Design Recommendations
- Questions and Discussion



Rate Study Process





Financial Forecast and Overall Rate Adjustments

Customer and Sales Forecasts

Projected Annual Customer Accounts

Customer Class Fiscal Year July 1 - June 30	Historical			Forecast				
	2020	2021	2022	2023	2024	2025	2026	2027
Residential	3,342	3,383	3,425	3,475	3,533	3,617	3,733	3,733
Small Commercial	458	458	467	467	475	475	483	483
Large Commercial	117	117	117	117	117	117	117	117
Yard Lights	283	283	283	283	283	283	283	283
Street/Area Lights	1,158	1,167	1,167	1,167	1,167	1,167	1,167	1,167
Total Customers	5,358	5,408	5,458	5,508	5,575	5,658	5,783	5,783

Projected Energy Sales (MWh)

Customer Class Fiscal Year July 1 - June 30	Historical			Forecast				
	2020	2021	2022	2023	2024	2025	2026	2027
Residential	24,292	25,084	24,027	24,112	23,996	23,761	23,347	22,666
Small Commercial	4,795	5,041	5,019	5,063	5,109	5,154	5,200	5,247
Large Commercial	16,158	15,244	15,959	15,831	15,678	15,494	15,273	15,007
Yard Lights	133	135	134	134	134	134	134	134
Street/Area Lights	791	794	513	513	513	513	513	513
Total Energy Sales	46,170	46,298	45,652	45,653	45,429	45,056	44,467	43,567

Energy sales decline despite customer growth due to solar

Forecast of Revenue Under Existing Rates

Base Rate Revenue Under Existing Rates

Rate Class Fiscal Year July 1 - June 30	Historical			Forecast				
	2020	2021	2022	2023	2024	2025	2026	2027
Residential	\$ 2,420,500	\$ 2,512,000	\$ 2,415,200	\$ 2,432,900	\$ 2,424,300	\$ 2,405,300	\$ 2,370,700	\$ 2,310,800
Small Commercial	\$ 492,200	\$ 519,300	\$ 516,300	\$ 522,800	\$ 527,400	\$ 532,100	\$ 536,900	\$ 541,700
Large Commercial	\$ 1,613,000	\$ 1,625,400	\$ 1,582,000	\$ 1,578,200	\$ 1,566,700	\$ 1,553,000	\$ 1,536,500	\$ 1,516,700
Yard Lights	\$ 18,100	\$ 18,500	\$ 18,400	\$ 18,400	\$ 18,400	\$ 18,400	\$ 18,400	\$ 18,400
Street/Area Lights	\$ 56,400	\$ 56,900	\$ 56,800	\$ 57,000	\$ 57,000	\$ 57,000	\$ 57,000	\$ 57,000
Total Rate Revenue	\$ 4,600,200	\$ 4,732,100	\$ 4,588,700	\$ 4,609,300	\$ 4,593,800	\$ 4,565,800	\$ 4,519,500	\$ 4,444,600

Energy Cost Adjustment Revenue Under Existing Rates

Rate Class Customer Class	Historical			Forecast				
	2020	2021	2022	2023	2024	2025	2026	2027
Residential	\$971,700	\$1,011,500	\$966,300	\$973,300	\$968,600	\$959,100	\$942,400	\$914,900
Small Commercial	\$191,800	\$203,300	\$201,800	\$204,400	\$206,200	\$208,000	\$209,900	\$211,800
Large Commercial	\$646,400	\$614,700	\$641,800	\$639,000	\$632,800	\$625,400	\$616,500	\$605,800
Total Rate Revenue	\$ 1,809,900	\$ 1,829,500	\$ 1,809,900	\$ 1,816,700	\$ 1,807,600	\$ 1,792,500	\$ 1,768,800	\$ 1,732,500

Other Revenue

Rate Class Fiscal Year July 1 - June 30	Historical			Budget	Forecast				
	2020	2021	2022	2023	2024	2025	2026	2027	
GROSS RECEIPTS-YD	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 900	\$ 900	
GROSS RECEIPTS-EL	\$ 418,500	\$ 432,300	\$ 434,500	\$ 421,600	\$ 425,800	\$ 430,000	\$ 434,300	\$ 438,700	
UTILITY SERVICES CONNECTIONS	\$ 15,600	\$ 14,700	\$ 19,000	\$ 17,300	\$ 17,500	\$ 17,700	\$ 17,800	\$ 18,000	
MERCHANDISE & JOBBING	\$ 11,600	\$ 16,800	\$ 20,600	\$ 12,300	\$ 12,400	\$ 12,500	\$ 12,600	\$ 12,800	
PENALTY-YD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
NON-PAYMENT PENALTIES	\$ 4,500	\$ 8,100	\$ 7,100	\$ 9,700	\$ 9,800	\$ 9,900	\$ 10,000	\$ 10,100	
NM STO/ELECTRIC INVESTMENT INCOME	\$ -	\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
INTEREST	\$ -	\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SURPLUS AUCTION PROCEEDS	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	
MISC INCOME	\$ -	\$ -	\$ 139,600	\$ -	\$ -	\$ -	\$ -	\$ -	
MIS. (POLE RENTALS, ETC.) - ELECTRIC	\$ 18,600	\$ 33,600	\$ 47,900	\$ 36,900	\$ 37,300	\$ 37,600	\$ 38,000	\$ 38,400	
Total Other Revenue	\$ 469,600	\$ 509,200	\$ 671,000	\$ 498,600	\$ 503,600	\$ 508,500	\$ 513,600	\$ 518,900	

Note: Rate revenues are further classified into two subcategories, namely Base Rate and Energy Cost Adjustment Revenue, to facilitate an independent examination of revenue adequacy within each subcategory.

Power Supply and Operating Costs

Power Supply Expenses

Rate Class	Historical			Forecast				
	2020	2021	2022	2023	2024	2025	2026	2027
Energy Charges								
SIERRA ELECTRIC CO-OP, INC	\$ 2,076,305	\$ 2,145,347	\$ 2,464,946	\$ 2,810,794	\$ 3,176,384	\$ 3,244,785	\$ 3,298,482	\$ 3,328,643
SSA SOLAR OF NM 4, LLC	\$ 315,754	\$ 308,780	\$ 314,264	\$ 282,889	\$ 296,477	\$ 298,293	\$ 298,916	\$ 297,291
TRI-STATE GENERATION & TRANSMISSION ASSN., INC	\$ 409,995	\$ 446,595	\$ 412,894	\$ 416,458	\$ 470,625	\$ 480,760	\$ 488,716	\$ 493,185
WESTERN AREA POWER ADMIN	\$ 256,799	\$ 246,351	\$ 206,966	\$ 148,658	\$ 168,823	\$ 173,887	\$ 179,104	\$ 184,477
Total Energy ChargesCosts	\$ 3,058,853	\$ 3,147,072	\$ 3,399,071	\$ 3,658,799	\$ 4,112,309	\$ 4,197,724	\$ 4,265,218	\$ 4,303,597
Demand Charge								
WESTERN AREA POWER ADMIN	\$ 361,863	\$ 346,516	\$ 356,517	\$ 341,201	\$ 387,483	\$ 399,107	\$ 411,081	\$ 423,413
Total Demand Charge	\$ 361,863	\$ 346,516	\$ 356,517	\$ 341,201	\$ 387,483	\$ 399,107	\$ 411,081	\$ 423,413
Total Power Supply Costs	\$ 3,420,716	\$ 3,493,588	\$ 3,755,588	\$ 4,000,000	\$ 4,499,792	\$ 4,596,832	\$ 4,676,298	\$ 4,727,009
Energy Purchases (kWh)	50,745,477	51,419,223	52,572,835	52,844,657	52,646,409	52,316,310	51,796,126	51,000,129
Average Cost of Power (\$/kWh)	\$0.067	\$0.068	\$0.071	\$0.076	\$0.085	\$0.088	\$0.090	\$0.093

Operating Expenses

Description	Historical			Budget	Forecast			
	2020	2021	2022	2023	2024	2025	2026	2027
Operation & Maintenance Expense								
PERSONNEL EXPENSES	\$ 435,500	\$ 509,200	\$ 513,600	\$ 577,200	\$ 600,200	\$ 624,200	\$ 649,300	\$ 675,200
EXPENDITURES	\$ 882,900	\$ 1,370,300	\$ 1,091,400	\$ 1,823,300	\$ 1,669,600	\$ 1,736,400	\$ 1,805,600	\$ 1,877,800
CAPITAL OUTLAY	\$ 649,000	\$ 1,105,300	\$ 33,100	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
Total Operation & Maintenance Expense	\$ 1,967,400	\$ 2,984,800	\$ 1,638,100	\$ 2,400,500	\$ 3,769,800	\$ 3,860,600	\$ 3,954,900	\$ 4,053,000

Financial Forecast Under Existing Rates

Summary Financial Forecast Under Existing Rates

Description	Fiscal Year July 1 - June 30					
	2022	2023	2024	2025	2026	2027
Revenue						
Base Rate Revenue	\$4,588,500	\$4,609,300	\$4,593,900	\$4,565,900	\$4,519,400	\$4,444,600
ECA Revenue	\$1,810,000	\$1,816,700	\$1,807,600	\$1,792,500	\$1,768,800	\$1,732,400
Other Revenue	\$671,000	\$498,600	\$503,600	\$508,600	\$513,700	\$518,800
Total Revenue	\$7,069,500	\$6,924,600	\$6,905,100	\$6,867,000	\$6,801,900	\$6,695,800
Revenue Requirements						
Power Supply	\$3,755,600	\$4,000,000	\$4,499,800	\$4,596,800	\$4,676,300	\$4,727,000
Operating Expenses	\$1,605,000	\$2,400,500	\$2,269,800	\$2,360,600	\$2,454,900	\$2,553,000
Debt Service	\$93,600	\$167,700	\$156,400	\$172,000	\$172,000	\$172,000
Capital Outlay	\$33,100	\$0	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Other Expenses	\$1,824,100	\$244,200	\$245,000	\$245,800	\$246,600	\$247,400
Total Revenue Requirements	\$7,311,400	\$6,812,400	\$8,671,000	\$8,875,200	\$9,049,800	\$9,199,400
Net Annual Cash Flow	(\$241,900)	\$112,200	(\$1,765,900)	(\$2,008,200)	(\$2,247,900)	(\$2,503,600)

Key Financial Metrics Under Existing Rates

Key Financial Metrics Under Existing Rates

Description	Fiscal Year July 1 - June 30					
	2022	2023	2024	2025	2026	2027
Operating Cash Balance						
Beginning Balance	\$1,233,893	\$991,993	\$1,104,193	(\$661,707)	(\$2,669,907)	(\$4,917,807)
Annual Cash Flow	(\$241,900)	\$112,200	(\$1,765,900)	(\$2,008,200)	(\$2,247,900)	(\$2,503,600)
Ending Cash Balance	\$991,993	\$1,104,193	(\$661,707)	(\$2,669,907)	(\$4,917,807)	(\$7,421,407)
Days Cash on Hand	69	64	(34)	(139)	(250)	(371)
Debt Service Coverage						
Operating Revenues	\$7,069,547	\$6,924,553	\$6,905,098	\$6,867,001	\$6,801,905	\$6,695,871
Operating Expenses	(\$5,360,576)	(\$6,400,512)	(\$6,769,627)	(\$6,957,432)	(\$7,131,198)	(\$7,280,009)
Net Revenues	\$1,708,971	\$524,041	\$135,471	(\$90,430)	(\$329,293)	(\$584,138)
Debt Service P&I Paid	\$93,638	\$167,670	\$156,421	\$172,017	\$172,017	\$172,017
Debt Service Coverage Ratio	18.25	3.13	0.87	(0.53)	(1.91)	(3.40)

Proposed Rate Adjustments

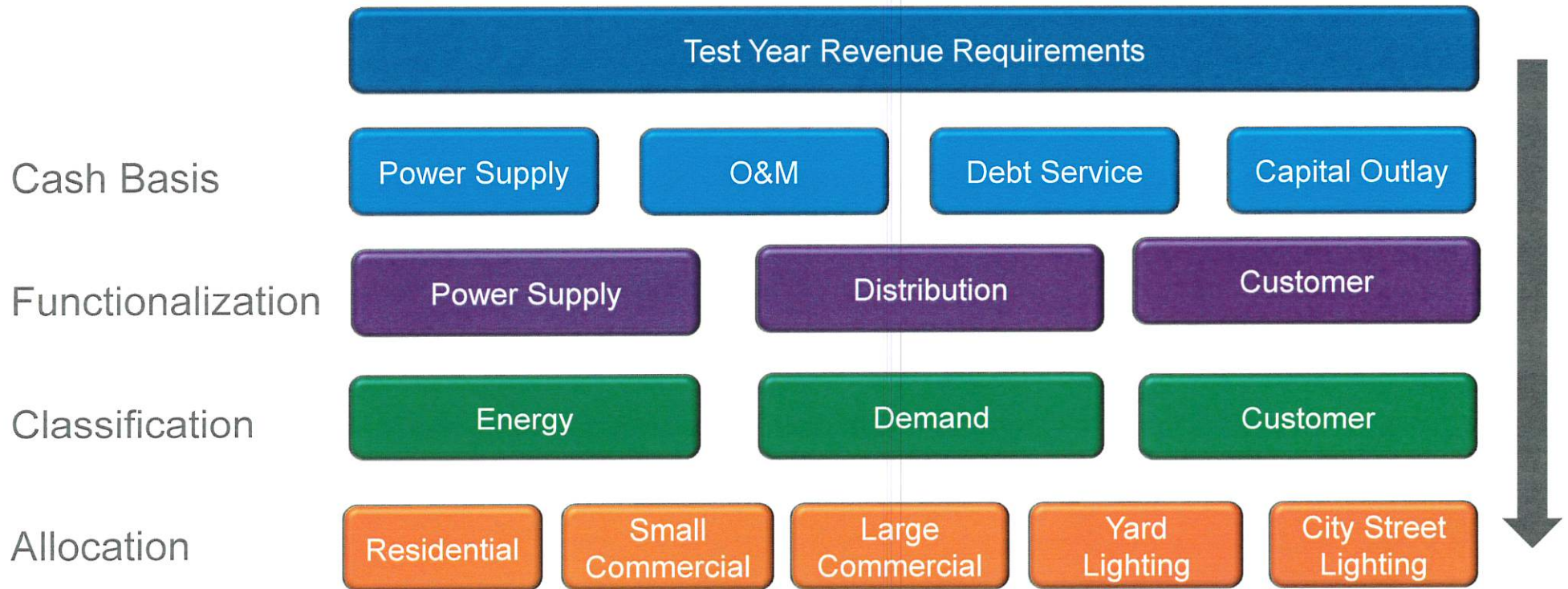
Summary Financial Forecast Under Proposed Rates

Description	Fiscal Year July 1 - June 30				
	2023	2024	2025	2026	2027
Revenue					
Base Revenue Under Existing Rates	\$4,609,300	\$4,593,900	\$4,565,900	\$4,519,400	\$4,444,600
Base Rate Adjustment		5.0%	0.0%	0.0%	0.0%
Additional Rate Revenue	\$0	\$229,700	\$228,300	\$226,000	\$222,200
Purchased Power Cost	\$4,000,000	\$4,499,800	\$4,596,800	\$4,676,300	\$4,727,000
Energy Cost Adjustment Revenue Under Existing Rates	\$1,816,700	\$1,807,600	\$1,792,500	\$1,768,800	\$1,732,400
ECA Adjustment		50.0%	50.0%	16.0%	4.0%
Additional ECA Revenue	\$0	\$903,800	\$2,240,700	\$2,847,800	\$2,970,100
Purchase Power Cost In Relation to ECA Revenues	(\$2,183,300)	(\$1,788,400)	(\$563,600)	(\$59,700)	(\$24,500)
Total Rate Revenue Under Proposed Rates	\$6,426,000	\$7,535,000	\$8,827,400	\$9,362,000	\$9,369,300
Other Revenue	\$498,600	\$503,600	\$508,600	\$513,700	\$518,800
Total Revenue	\$6,924,600	\$8,038,600	\$9,336,000	\$9,875,700	\$9,888,100
Total Revenue Requirements	\$6,812,400	\$8,671,000	\$8,875,200	\$9,049,800	\$9,199,400
Net Annual Cash Flow	\$112,200	(\$632,400)	\$460,800	\$825,900	\$688,700
Days Cash on Hand	64	27	50	91	124
Debt Service Coverage Ratio	3.13	8.11	13.83	15.95	15.16



Cost of Service Study

Cost of Service Study Process



Unbundled Revenue Requirement

TEST YEAR COST OF SERVICE SUMMARY	Test Year 2024	Adjustment	Adjusted Test Year 2024	Power Supply		Distribution			Customer	
				Energy	Demand	Demand	Customer	Lighting	Customer	Revenue
Description				PS-ENRG	PS-DEM	DIST-DEM	DIST-CUST	DIST-LIGHTS	CUST	REV
<u>Revenue Requirements</u>										
Purchased Power	\$ 4,500,000	\$ -	\$ 4,500,000	\$ 3,647,366	\$ 852,634	\$ -	\$ -	\$ -	\$ -	\$ -
PERSONNEL EXPENSES	\$ 600,200	\$ -	\$ 600,200	\$ -	\$ -	\$ 420,140	\$ 180,060	\$ -	\$ -	\$ -
EXPENDITURES	\$ 1,896,500	\$ -	\$ 1,896,500	\$ -	\$ -	\$ 981,081	\$ 447,419	\$ -	\$ -	\$ 468,000
CAPITAL OUTLAY	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ 970,169	\$ 529,831	\$ -	\$ -	\$ -
Debt Service	\$ 156,421	\$ -	\$ 156,421	\$ -	\$ -	\$ 64,749	\$ 91,672	\$ -	\$ -	\$ -
Transfers OUT	\$ 244,954	\$ -	\$ 244,954	\$ -	\$ -	\$ 162,838	\$ 82,116	\$ -	\$ -	\$ -
Total Cost of Service	\$ 8,898,075	\$ -	\$ 8,898,075	\$ 3,647,366	\$ 852,634	\$ 2,598,977	\$ 1,331,098	\$ -	\$ -	\$ 468,000
<u>Less Other Revenue:</u>										
Other Revenue	\$ (503,557)	\$ -	\$ (503,557)	\$ -	\$ -	\$ (49,763)	\$ (27,177)	\$ -	\$ -	\$ (426,617)
Transfers IN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue Adjustments	\$ (503,557)	\$ -	\$ (503,557)	\$ -	\$ -	\$ (49,763)	\$ (27,177)	\$ -	\$ -	\$ (426,617)
Net Revenue Requirement	\$ 8,394,518	\$ -	\$ 8,394,518	\$ 3,647,366	\$ 852,634	\$ 2,549,214	\$ 1,303,921	\$ -	\$ -	\$ 41,383

Class Allocation Factors

	Total System	Residential	Small Commercial	Large Commercial	Yard Lights	Street/Area Lights
Energy Factors						
Total Energy Requirement	52,575,011	27,769,966	5,912,201	18,143,729	155,444	593,671
Energy Factor	100.00%	52.82%	11.25%	34.51%	0.30%	1.13%
Demand Factors						
Coincident Peak Contribution	10,973	6,914	1,104	2,904	17	33
Coincident Peak Factor	100.00%	63.01%	10.06%	26.47%	0.16%	0.30%
Non-Coincident Peaks	14,786	8,188	1,656	4,840	35	67
NCP Factor	100.00%	55.38%	11.20%	32.74%	0.24%	0.45%
Secondary NCP	14,330	7,936	1,605	4,691	34	64
Secondary NCP Factor	100.00%	55.38%	11.20%	32.74%	0.24%	0.45%
Customer Factors						
Number of Customers	66,836	42,409	5,665	1,388	3,397	13,976
Customer Factor	100.00%	63.45%	8.48%	2.08%	5.08%	20.91%
Relative Weight		1.00	1.20	10.00	0.50	0.50
Weighted No. of Customers	71,774	42,409	6,798	13,880	1,699	6,988
Weighted Customer Factor	100.00%	59.09%	9.47%	19.34%	2.37%	9.74%
Other Factors						
Revenue	6,401,541	3,392,920	733,637	2,199,569	18,448	56,966
Revenue Allocation Factors	100.00%	53.00%	11.46%	34.36%	0.29%	0.89%
Lighting	17,373				3,397	13,976
Lighting Factor	100.00%	0.00%	0.00%	0.00%	19.55%	80.45%

Cost of Service Study Results for FY2024

	Total System	Residential	Small Commercial	Large Commercial	Yard Lights	Street/Area Lights
Cost of Service Summary						
Revenue Requirement	\$ 8,167,445	\$ 4,540,166	\$ 885,391	\$ 2,519,593	\$ 47,126	\$ 175,169
Revenue from Current Rates	6,401,541	3,392,920	733,637	2,199,569	18,448	56,966
Difference	\$ 1,765,904	\$ 1,147,246	\$ 151,754	\$ 320,024	\$ 28,678	\$ 118,203
Indicated Adjustment	27.6%	33.8%	20.7%	14.5%	155.4%	207.5%
Rev. Requirement - \$/kWh	\$ 0.180	\$ 0.189	\$ 0.173	\$ 0.161	\$ 0.351	\$ 0.341
Rev. from Current Rates - \$/kWh	\$ 0.141	\$ 0.141	\$ 0.144	\$ 0.140	\$ 0.137	\$ 0.111
Difference	\$ 0.039	\$ 0.048	\$ 0.030	\$ 0.020	\$ 0.214	\$ 0.230

FY 2024 Unit Costs of Service by Classification

	Total System	Residential	Small Commercial	Large Commercial	Yard Lights	Street/Area Lights
Customer Bills	66,836	42,409	5,665	1,388	3,397	13,976
Energy Sales (kWh)	45,429,079	23,995,506	5,108,621	15,677,655	134,316	512,980
Billed Demand (kW)	52,097	-	-	52,097	-	-
Unit Costs of Service by Classification						
Total Energy Costs						
Total Cost	\$ 3,641,684	\$ 1,923,527	\$ 409,517	\$ 1,256,751	\$ 10,767	\$ 41,121
\$/kWh	\$ 0.0802	\$ 0.0802	\$ 0.0802	\$ 0.0802	\$ 0.0802	\$ 0.0802
Total Demand Costs						
Total Cost	\$ 3,248,517	\$ 1,864,469	\$ 354,073	\$ 1,009,626	\$ 6,993	\$ 13,355
\$/kW	\$ 2.95	n/a	n/a	\$ 19.38	n/a	n/a
\$/kWh	\$ 0.0715	\$ 0.0777	\$ 0.0693	\$ 0.0644	\$ 0.0521	\$ 0.0260
Monthly Cost Per Consumer	\$ 4.05	\$ 3.66	\$ 5.21	\$ 60.62	\$ 0.17	\$ 0.08
Total Customers Costs						
Total Cost	\$ 1,277,245	\$ 752,170	\$ 121,801	\$ 253,216	\$ 29,365	\$ 120,693
Monthly Cost Per Consumer	\$ 19.11	\$ 17.74	\$ 21.50	\$ 182.43	\$ 8.64	\$ 8.64
\$/kWh	\$ 0.0281	\$ 0.0313	\$ 0.0238	\$ 0.0162	\$ 0.2186	\$ 0.2353
Test Year Revenue Requirement	8,167,445	4,540,166	885,391	2,519,593	47,126	175,169

Cost basis for Basic Monthly Customer Charge in FY 2024

Cost basis for Basic Monthly Demand Charge in FY 2024

Cost basis for energy charges are less than 9 cents per kWh for all classes

Target Base Rate Revenue Adjustment

FY 2024 Target Base Rate Revenue					
Description	Billed Energy Sales (kWh)	Base Rate Revenue Under Existing Rates	Target Base Rate Increase	Target Revenue	
				Amount	Increase
Residential	23,995,506	\$ 2,424,342	8.00%	\$2,618,289	\$193,947
Small Commercial	5,108,621	\$ 527,428	5.00%	\$553,799	\$26,371
Large Commercial	15,677,655	\$ 1,566,741	0.50%	\$1,574,574	\$7,834
Yard Lights	86,793	\$ 18,448	10.00%	\$20,293	\$1,845
Street/Area Lights	238,893	\$ 56,966	0.00%	\$56,966	\$0
TOTAL SYSTEM	45,107,469	\$4,593,925	5.00%	\$4,823,922	\$229,997

Recommended Adjustments:

- Minimal or zero increase for Large Commercial and Street/Area Lights
- System average increase Small Commercial
- Above system average for Residential, Yard Lights.

The goal is to gradually work *towards* equitable cost of service across all classes



Rate Design

Cost Causation Principles in Rate Design

Customer

- Costs that vary based on the number of customers on system
- Billing, meter reading, onsite distribution facilities, and some distribution field equipment

Demand

- Cost caused by peak loads on system
- Non-variable generation, transmission, non-customer distribution

Energy

- Costs that vary with the number of kWh produced or consumed
- Fuel, variable generation costs, variable transmission charges

Common Issues with Typical Rate Design

Utility System Costs

Power Supply Energy

- Variable Energy Cost (\$/kWh)

Power Supply Capacity

- Fixed Demand Cost (\$/kW)

Transmission

- Fixed Demand Cost (\$/kW)

Distribution System

- Fixed Demand Cost (\$/kW)

Customer and Admin

- Fixed Cost (\$/customer)



(Typical) Utility Rates

Power Supply Energy

- Variable Energy Charge (\$/kWh)

Power Supply Capacity

- Variable Energy Charge (\$/kWh)

Transmission

- Variable Energy Charge (\$/kWh)

Distribution

- Variable Energy Charge (\$/kWh)

Customer Cost

- Fixed Charge (\$/customer)

Truth or Consequences Rate Design Goals and Objectives

- Reduce inter-class subsidies based on the COS Study
- Increase fixed cost recovery in fixed charges and reduce reliance on variable rates for non-variable costs
- The energy cost adjustment charge is currently insufficient to cover the cost of purchased power. 1898 & Co. recommends implementing a series of large ECA rate increases over the next three fiscal years.
 - The first increase of 50% will take effect in FY 2024. These adjustments are designed to decrease the current 134% discrepancy and ensure that power costs are fully covered.



Recommended Rate Design

Proposed Rates for FY 2024

Residential Rate Design

- Residential rate class is under-recovering its allocated cost to serve.
- Recommend implementing an 8.00% base rate increase for FY 2024.
- Rate design includes a shift in the weighting of revenues towards the customer charge.
 - FY2024 cost-based customer charge is \$17.74
- Rate design restructuring with a lower base energy charge for FY 2024.
- Recommend implementing a 50.00% energy cost adjustment (ECA) rate increase for FY 2024.

Rate Class:	Residential	
Description	Present Rate	Recommended Rate

Residential

Customer Charge (\$/bill)	\$ 8.00	\$ 18.00
Energy Charge (\$/kWh)	\$ 0.0900	\$ 0.0813
Energy Cost Adjustment Charge (\$/kWh)	\$ 0.0414	\$ 0.0621

Typical Customer Bills under Existing and Recommended Rates				
Rate Class	Energy kWh	Existing Bill \$	Recommended	
			Bill \$	Change \$

Monthly

Residential	600	\$86.84	\$104.04	\$17.20
Residential	800	\$113.12	\$132.72	\$19.60
Residential	1,000	\$139.40	\$161.40	\$22.00
Residential	1,500	\$205.10	\$233.10	\$28.00
Residential	2,000	\$270.80	\$304.80	\$34.00

Small Commercial Rate Design

- Small Commercial rate class is over-recovering its COS relative to the system average.
- Recommend implementing a 5.00% base rate increase for FY 2024.
- Rate Design includes a shift in the weighting of revenues towards the customer charge.
 - FY2024 cost-based customer charge for Small Commercial class is \$21.50
- Rate design restructuring with a lower base energy charge for FY 2024.
- Recommend implementing a 50.00% energy cost adjustment (ECA) rate increase for FY 2024.

Rate Class:	Small Commercial	
Description	Present Rate	Recommended Rate

Small Commercial

Customer Charge (\$/bill)				
1 Phase	\$	10.00	\$	20.00
3 Phase	\$	12.00	\$	22.00
Energy Charge (\$/kWh)	\$	0.0946	\$	0.0888
Energy Cost Adjustment Charge (\$/kWh)	\$	0.0414	\$	0.0621

Typical Customer Bills under Existing and Recommended Rates

Rate Class	Energy kWh	Existing Bill \$	Recommended	
			Bill \$	Change \$

Monthly

Small Commercial	1,000	\$146.00	\$170.90	\$24.90
Small Commercial	1,500	\$214.00	\$246.35	\$32.35
Small Commercial	2,500	\$350.00	\$397.25	\$47.25
Small Commercial	4,000	\$554.00	\$623.60	\$69.60
Small Commercial	5,000	\$690.00	\$774.50	\$84.50
Small Commercial	7,500	\$1,030.00	\$1,151.75	\$121.75

Large Commercial Rate Design

- Large Commercial rate class is over-recovering its cost to serve.
- Recommend implementing a 0.50% base rate increase for FY 2024.
- Rate Design includes a shift in the weighting of revenues towards the customer charge.
 - FY2024 cost-based customer charge for Large Commercial class is \$182.43
- Rate Design restructuring with a higher demand charge and a lower energy charge.
- Recommend implementing a 50.00% energy cost adjustment (ECA) rate increase for FY 2024.

Rate Class:	Large Commercial	
Description	Present Rate	Recommended Rate

Large Commercial

Customer Charge (\$/bill)				
1 Phase	\$	23.25	\$	150.00
3 Phase	\$	25.50	\$	175.00
Demand Charge (\$/kW)	\$	8.00	\$	10.00
Energy Charge (\$/kWh)	\$	0.0766	\$	0.0593
Energy Cost Adjustment Charge (\$/kWh)	\$	0.0414	\$	0.0621

Typical Customer Bills under Existing and Recommended Rates

Rate Class	Energy	Billed Demand	Existing Bill	Recommended	
				Bill	Change
	kWh	kW	\$	\$	\$
Monthly					
Large Commercial	10,000	25	\$1,403.25	\$1,614.00	\$210.75
Large Commercial	10,000	30	\$1,443.25	\$1,664.00	\$220.75
Large Commercial	15,000	40	\$2,113.25	\$2,371.00	\$257.75
Large Commercial	15,000	55	\$2,233.25	\$2,521.00	\$287.75
Large Commercial	30,000	70	\$4,123.25	\$4,492.00	\$368.75
Large Commercial	30,000	90	\$4,283.25	\$4,692.00	\$408.75

Street & Area Lighting Rate Design

- No rate increase in for the City Street Lighting rate class in FY 2024

Rate Class:	City Street Lights	
Description	Present Rate	Recommended Rate*
City Street Lights		
Customer Charge (\$/bill)	\$ 4.75	\$ 4.75

Rate Class:	Mims Street Lights	
Description	Present Rate	Recommended Rate*
Mims Street Lights		
Customer Charge (\$/bill)	\$ 2.12	\$ 2.12

Yard Lighting Rate Design

- Yard Lighting rate class is under-recovering and would require a 155.4% increase to match cost of service.
- 1898 & Co. recommends implementing a 10.00% rate increase for FY 2024.
- Recommends also charging the effective ECA in the monthly charge.

Rate Class:	Yard Lights	
Description	Present Rate	Recommended Rate*
Yard Lights		
Customer Charge (\$/bill)	\$ 5.57	\$ 7.68



Rate Design Summary

Summary of FY 2024 Rate Design

- Some classes may be slightly above or below the target revenue increase percentage due to rounding.
- Aggregate changes to base rate design will produce an overall revenue increase of 5.0% in FY 2024.
- Overall increase with ECA is 17.8%

Base Rate Revenue Under Existing Rates

Description	FY 2024 Revenue Under 2023 Rates	Revenues Under Proposed Rates	Revenue Change	Revenue % Change
Residential	\$ 2,424,342	\$ 2,619,220	\$ 194,878	8.0%
Small Commercial	\$ 527,428	\$ 553,745	\$ 26,317	5.0%
Large Commercial	\$ 1,566,741	\$ 1,574,435	\$ 7,694	0.5%
Yard Lights	\$ 18,448	\$ 20,303	\$ 1,855	10.1%
Street/Area Lights	\$ 56,966	\$ 56,966	\$ -	0.0%
Total Base Rate Revenue	\$ 4,593,925	\$ 4,824,669	\$ 230,744	5.0%

Energy Cost Adjustment Revenue Under Existing Rates

Description	FY 2024 Revenue Under 2023 Rates	Revenues Under Proposed Rates	Revenue Change	Revenue % Change
Residential	\$ 968,579	\$ 1,452,868	\$ 484,289	50.0%
Small Commercial	\$ 206,210	\$ 309,314	\$ 103,105	50.0%
Large Commercial	\$ 632,829	\$ 949,243	\$ 316,414	50.0%
Yard Lights	\$ -	\$ 5,255	\$ 5,255	n/a
Total ECA Revenue	\$ 1,807,617	\$ 2,716,680	\$ 909,063	50.3%
Total Rate Revenue	\$ 6,401,541	\$ 7,541,349	\$ 1,139,808	17.8%



Summary

Rate Study Summary

Key Drivers for the electric rate adjustments:

- TorC's current ECA has not been adjusted in many years and is severely under recovering the cost of power through rates
- This has resulted in decreased investment in the electric grid to offset the lost revenue
- TorC's cash position is well below industry benchmarks for minimum operating reserve and should be built back to 120 days of operating expenses over five years.
- TorC needs to begin funding annual renewals and replacements of existing aging infrastructure (\$1.5 million per year)

Primary Recommendations:

- Increase ECA to recover full power supply costs over 3 years
- 5% base rate increase in FY 2024



Questions and Discussion

Craig Brown

Senior Project Manager | Utility Finance and Rate Advisory

1898 & Co. | Part of Burns & McDonnell

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1898  CO SM

PART OF BURNS  MCDONNELL



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.3

SUBJECT: Discussion/Action: Customer Service Agreement for Teesnap, golf course point of sale system

DEPARTMENT: Golf Course

DATE SUBMITTED: June 8, 2023

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: Rick Artman, Golf Course Superintendent, and O.J. Hechler, Community Services Director.

Summary/Background:

Teesnap is a point of sale software system designed specifically for golf courses. The golf course will be using the Teepay option on the Customer Service Agreement.

Recommendation:

Approve Agreement

Attachments:

- Customer Agreement Form
- Resolution No. 31 21-22
- Resolution No. 55 20-21

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-14-2023



5/15/23

Today's Date

Quote Expires

COURSE INFORMATION

Rick Artman

Course Representative

City of Truth or Consequences

Legal Business Name

rartman@torcnm.org

Billing Email

Truth or Consequences Golf Course

Name of Course

685 Marie Street

Street Address

Truth or Consequences

City

NM

State

87901

Zip Code

COURSE TYPE (Choose one)

- ☐ Private ☒ Public
☐ Semi-Private ☐ F&B Only

NUMBER OF HOLES

- ☒ 9 ☐ 27
☐ 18 ☐ Other

CORE PACKAGE	LICENSES	MSRP	DISCOUNT	TOTAL
Teesnap Golf + F&B Software Package (includes Teesnap Access Station & Strategic Account Management and Email Marketing Tool (Email Journeys, Marketing Refresh API)) <i>Each License covers up to 6 users</i>	2	\$5,500	\$5,500	\$0
Remote Implementation & Ongoing Support	1	\$1,000	\$1,000	\$0
CORE PACKAGE TOTAL				\$0

PROFESSIONAL SERVICES	INCLUDED	MSRP	DISCOUNT	TOTAL
Custom Website + Form Submissions (SM Claiming, SM Syndication, Blog, Online Store)	1	\$1,750	\$1,750	\$0
CSR Enhanced Support				
Website Pro - includes updates, no gaphics				
Golf Marketing Services Pro				
Golf Marketing Services Jump Start				
Golf Marketing Services Father's Day				
Digital Scorecard				
Digital Scorecard Set-up				

PROFESSIONAL SERVICES TOTAL \$0

TOTAL ANNUAL MSRP \$8,250

TOTAL ANNUAL DISCOUNT \$8,250

TOTAL ANNUAL PRICE DUE \$0

PAYMENT OPTIONS**MONTHLY PAYMENTS**

CHECK BOX TO SELECT

You agree to pay Teesnap via monthly installments starting on _____ through the term and by the end of the term for the full value of the products listed above.

**SIX MONTHLY PAYMENTS**

CHECK BOX TO SELECT

You agree to Pay Teesnap via six monthly installments starting on _____ for six months for each year of this agreement through the term and by the end of the term for the full value of the products listed above.

**ANNUAL PAYMENTS**

CHECK BOX TO SELECT

Course agrees to Pay Teesnap via annual installments starting on _____ through the term and by the end of the term for the full value of the products listed above.

**TEEPAY**

CHECK BOX TO SELECT

Course agrees to provide Teesnap **8** players per day as payment for the products listed above. These players must be made available for sale on any day that the golf course is open and has availability throughout the term of this agreement.

FORMS OF PAYMENT

Customer agrees to pay the Total Annual Price Due each year based on the payment schedule selected above. For non-Teepay Payments, payment is accepted through an online PCI compliant Invoice via ACH Electronic Funds Transfer, Check or Credit Card. Access to Credit Card payments must be requested by the Customer and all Credit Card payments are subject to a 3% processing fee per transaction. All payments associated with the Teesnap service are subject to applicable taxes. See Section 4 of this Agreement below for full terms and conditions.

TEEPAY

TeePay is an alternative payment method that allows the Course to provide Teesnap a mutually agreed upon number of players per day in exchange for products and services. A single "Player" is defined as one (1) individual 18-hole round (with cart) made available for sale by Teesnap for its own benefit. Each Player shall be made available for sale by beginning on the first day of the month and will be made available on subsequent days throughout the month. Teesnap will never sell more than the monthly agreed upon Player(s) unless otherwise agreed upon by the Customer.

The tee times of the individual 18-hole rounds provided as Player(s) shall be mutually agreed upon. Teesnap shall have the ability to sell Player(s) at a price that is at the discretion of Teesnap (except where mutually agreed upon). Player(s) will be available for purchase on the Customer's website, marketplaces and outlets at the discretion of Teesnap. Teesnap will collect payments for TeePay Times and all applicable taxes directly from golfers.

Throughout the term of this agreement, the Course agrees to use the Teesnap booking portal on their website as the sole provider for online tee time reservations. Additionally, any time where there are tee times available to the public, the Course agrees to ensure those times are available online for purchase through the Teesnap booking portal. If a course is found incentivizing customers to book offline or cancel online reservations to book offline, the course is subject to cancellation of the TeePay option at the course as well as immediate suspension using Teesnap POS Applications.

PROCESSING FEES

A **2.75** % processing fee will be charged on all Customer credit and debit card transactions. The fee will be deducted from the Customer's total credit and debit card activities each day. Sales tax is applicable on processing fees in the following states: CT, NM, OH, and the District of Columbia.

* Please note that for installment plans, tax rates for any taxes collected may be subject to change based on applicable government laws and/or regulations.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "Agreement"), effective as of **6/19/23** (the "Effective Date"), is made and entered into by and between **Truth or Consequences Golf Course**, with its principal place of business at **685 Marie Street** (hereinafter the "Customer"), and Teesnap, LLC, a Nevada limited liability company, with a registered address located at 10845 Griffith Peak Dr., STE 200, Las Vegas NV 89135 ("Teesnap"). Customer and Teesnap may be referred to individually as a "Party" and collectively as the "Parties." This Agreement shall remain in effect for an initial term of **24** months, which may be extended, renewed, or terminated as set forth in Section 5 herein. "Renewal Term" is specified in Section 5.1 and refers to the renewal period at the end of this agreement.

WHEREAS, Customer wishes to purchase and utilize services and the system (the "System") provided by Teesnap.

WHEREAS, Teesnap provides technology services to Customers and Restaurants to enable orders for food, beverages, Point-of-Sale, Reservations, and related products and services provided by the "Customer" and facilitates payment to the "Customer" for the purchases with a permitted Payment Method ("Payment Transactions").

NOW, THEREFORE, in consideration of the mutual promises contained herein and the agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Teesnap agree as follows:

SECTION 1. DESCRIPTION OF SERVICES

- 1.1** Upon implementation of the System, Teesnap will provide Customer with access to its System and the selected services (the "Services") as described on page 2 of this Agreement.
- 1.2** Teesnap hereby grants Customer a limited, non-transferable, and non-exclusive license to remotely access and use the System solely during the Term (as defined herein) of the Agreement. Except for this limited usage right during the Term, nothing in this Agreement grants Customer any rights, title or interest in the System, Services, or any deliverables provided by Teesnap. Teesnap reserves the right to make changes and updates to the functionality and/or documentation of the System from time to time.

SECTION 2. TEESNAP ACCOUNT

- 2.1** Teesnap may conduct an installation and training session of the System. During this time, Teesnap and Customer will work together to customize Customer's account for the System. This includes, but is not limited to the following:
 - a. Customizing Customer's account with Teesnap;
 - b. Customizing Customer's administrative environment for all related personnel and products;
 - c. Customizing Customer's products, including the cost and retail pricing for each product Customer offers; and
 - d. All other steps required for the operation of the System.
- 2.2** Customer's account will facilitate Customer's use of the System and will allow Customer to receive current reservations, sales related information, and other information pertaining to Customer's relationship with Teesnap.
- 2.3** Teesnap is not and will not be liable for any loss or damage arising from Customer's failure to manage and maintain its account. Each Customer is solely responsible and liable for marketing, selling, pricing, packaging, and provision of any products or services offered through the Services in compliance with all applicable laws, regulations, and rules or industry standards ("Applicable Law"). Teesnap makes no representation or warranty regarding whether a Customer holds any applicable permit, license, registration, or other credential for its business; whether representations by a Customer are true or accurate; or whether a Customer complies with Applicable Law, and Teesnap is not responsible for the quality of the products or services provided by the Customer.

SECTION 3. SYSTEM PARTICIPATION

- 3.1 Customer Offerings.** To participate in the System, Customer must supply the content and images to describe and illustrate the Customer and its service offerings ("Customer Offerings"), by completing and submitting, or authorizing an agent to complete and submit, the information to Teesnap. Customer Offerings include, but are not limited to, tee time pricing, pricing on retail items, and pricing on food and beverage. Customer is responsible and liable for all Customer Offerings and terms, and for Teesnap's or any purchaser's use or reliance on any of the foregoing.
- 3.2 Promotion of Golf Course.** Teesnap reserves the right to market the Golf Course Offerings to the Golf Course customers. Teesnap will be responsible for creating and designing the email that will promote and market the Golf Course and the Golf Course Offerings by sending marketing emails to Golf Course customers. The Customer acknowledges and agrees that it will, at all times, be in compliance with the CAN-SPAM Act. This includes, but not limited to, promptly honoring any opt-out/unsubscribe requests received from a customer. Teesnap does not warrant or guarantee the use of the System will result in any particular amount of revenue or profit to the Customer.

- 3.3 Responsibility for Customer Offering.** Customer represents that all services provided by the Customer for customers booking through the System will be consistent with prevailing industry standards for similar Customers in the area. Customer will be responsible for all customer service with respect to the Customer Offerings. Teesnap shall have no liability for the nature, completeness, or accuracy of information provided by Customer about the Customer Offerings or the fulfillment of the Customer Offerings.
- 3.4 Processing of Sale.** All sales transactions for the Customer will be processed through the System. Customer agrees that the System will be the exclusive reservation and retail system used by the Customer, and that all golf related commercial activities, including the reservation of calendar for tee times, will be booked through the System during the Term of this Agreement.
- 3.5 License to Customer's Content.** During the Term of this Agreement, Customer hereby grants Teesnap a non-exclusive, worldwide, transferable, irrevocable, and sub-licensable license to use, copy, distribute, display, and perform any of Customer's content concerning the Customer and the Customer Offerings (including any trademarks, trade names, logos or copyrighted material of Customer to be included in any advertising of the Customer or Customer Offerings) in any and all media or formats in connection with Teesnap's fulfillment of its rights and obligations under this Agreement, including the promotion of the Customer and Customer Offerings.
- 3.6 Customer Data.** Customer acknowledges that it will own all data collected by, or on behalf of, Teesnap pursuant to this Agreement, including all information and data of individuals who may or do purchase the Customer Offerings ("Customer Data"); provided, however, that Teesnap and its affiliates shall have the right to use any such data collected by it for marketing or other purposes. Teesnap affiliates shall not use Customer Data to compete with Customer Offerings, but may use Customer Data to market non-competing products and promotions to course customers. Teesnap shall take commercially reasonable efforts to protect the security of Customer Data and comply with all laws relating to the processing of any Customer Data, including any applicable subscribe/unsubscribe requirements with regard to email communications. If Customer becomes aware of, or suspects, any unauthorized access to or use of Customer Data by Teesnap, Customer shall immediately notify Teesnap and shall cooperate with Teesnap in the investigation of such breach and the mitigation of any damages.
- 3.7 Press Release.** Teesnap may, in its sole discretion, include Customer and the Customer in any press release regarding the Customer Offerings described herein or otherwise identify Customer as one of its Customer clients. Any press release Customer may want to issue which includes Teesnap must be pre-approved in writing by Teesnap prior to release.
- 3.8 PCI Compliance.** Teesnap is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole responsibility of Teesnap. Documentation required for validation of this process or confirmation of completion is available upon request.
- 3.9 Hardware and Data Usage.** Customer agrees to utilize the hardware exclusively for the purposes set forth in this Agreement. This includes limiting use to authorized apps, websites, and approved add-ons. Teesnap reserves the right to charge back any overages or fees and or suspend use due to misuse of data plans for non-transactional business use.

SECTION 4. PAYMENT TERMS

- 4.1 System Pricing.** In return for the Services and System provided by Teesnap to Customer hereunder, Customer shall deliver the number of Player(s) as set forth on page 2 of this Agreement if the Teepay option is selected. In the event that Teesnap is unable to generate enough anticipated revenue to be eligible via the Teepay option, Teesnap reserves the right to post double the agreed upon daily allotment but will never sell more than the original total monthly allotment. Total monthly allotment is defined as the total daily allotment multiplied by the amount of days in a given month. Additionally, Teesnap may work with the golf course on mutually agreeable alternative payment options.
- 4.2 Additional Fees.** If an ACH Electronic Funds Transfer debit request is not successful; Customer will be subject to a \$25 transaction fee for each occurrence. Additionally, any aged balance beyond 30 days will be subject to a monthly late fee equal to 15% of the balance owed. All credit card payments for Teesnap services shall be subject to a 3% processing fee.
- 4.3 Currency.** All payments hereunder shall be in US Dollars (USD) and made by check, credit card, debit card, or ACH electronic transfer. Credit and debit card payments are subject to a processing fee as indicated in this Agreement.
- 4.4 Customer Sales and Payment Processing.** Teesnap will be responsible for processing all credit and debit card payments from Customer's customers. Customer's name will be displayed on the customer's statement as the sales agent. The System will also track all cash transactions. The Customer shall be responsible for handling and processing of all cash payments.
- 4.5 Payments to Customer.** The third-party payment card processor will process all credit and debit card activities for the Customer. The third-party payment card processor will remit proceeds via Automated Clearing House (the "ACH") to Customer account within two to three business days. Timing may change to many factors including, but not limited to, weekend, holidays and Customer bank processing.
- 4.6 Taxes.**

Taxes Related to Customer Offerings:

Customer shall be solely responsible for any taxes, levies, duties and/or similar governmental assessments (collectively, "Taxes") of any nature assessable by any jurisdiction whatsoever in connection with the purchase and/or use of Customer Offerings. Customer agrees to hold Teesnap harmless of any liability with respect to any such Taxes.

Taxes Related to Teesnap Services:

If the collection and remittance of Taxes to governmental bodies is applicable on Teesnap Services, Customer agrees to pay Teesnap the amounts to be collected and remitted. Information on assessed and remitted taxes concerning Customer's Teesnap Services will be provided to Customer by Teesnap. Please note that any Taxes collected may be subject to change based on applicable government laws and/or regulations. If Customer fails to pay applicable taxes, the Customer is subject to immediate suspension and or termination.

- 4.7 Hardware.** During the Term of this Agreement, or any renewal thereof, Teesnap agrees to replace, at no additional cost to Customer, based on Teesnap's sole opinion and troubleshooting, any hardware provided under this Agreement that is deemed defective or inoperable. Customer will be responsible for cost of the replacement of any hardware that is damaged by Customer or any of its employees, agents or subcontractors.
- 4.8 Reports.** Teesnap will provide comprehensive reports summarizing Customer's activities for:
- a. Each Period;
 - b. All tax related reporting including state, county, and local taxes; and
 - c. Any other activity designated by Customer.

SECTION 5. TERM AND TERMINATION

- 5.1 Term.** The duration of the Initial Term is set forth at the beginning of the Agreement. After the Initial Term, this Agreement shall be automatically extended for successive one (1) year periods (each a "Renewal Term") unless (a) either Party provides 60 days' advance written notice of its intent not to renew the Agreement prior to the end of the Initial Term or Renewal Term, as applicable, or (b) the Agreement is terminated earlier in accordance with Section 5.2 or 5.3 below. During any such Renewal Term shall be the same as that during the prior Term unless Teesnap has given Customer written notice of a pricing increase at least thirty (30) days before the end of such prior Term, in which case the pricing increase shall be effective upon Renewal Term and thereafter. Any such pricing increase shall not exceed seven percent (7 percent) of the pricing for the relevant Services in the immediately prior Term unless the pricing in such prior Term was designated as promotional or one-time.

Promotional pricing ☐

- 5.2 Termination for Convenience.** Either Party may terminate this agreement at any time, with or without further obligation, except for any outstanding and undisputed payments due to a Party, by providing the other Party with ninety (90) days' advance written notice, subject to the following: (a) no pre-paid fees will be refunded to the Customer, and (b) Customer shall pay Teesnap within fifteen (15) days from the date of termination, an early termination fee of fifty percent (50%) of the remaining balance in the then applicable Initial Term or Renewal Term. If Customer is paying via Teepay, Customer shall pay Teesnap, within fifteen (15) days from the date of termination, an early termination fee of one-thousand dollars (\$1,500) per month for each month remaining on then applicable Initial Term or Renewal Term. If Customer terminates this Agreement for any reason prior to the Effective Date or within ninety (90) days from the Effective Date, Customer shall pay Teesnap an additional flat fee of one thousand five hundred dollars (\$1,500) as reimbursement to Teesnap for travel expenses.
- 5.3 Termination by Breach of Agreement.** In the event either Party breaches any of the material terms or conditions of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach, the non-breaching Party may terminate this Agreement without any further delay or obligation hereunder. In the event of an early termination by Teesnap under this Section 5.3, no pre-paid fees will be refunded to Customer.
- 5.4 Effects of Termination.** If either Party terminates this Agreement per the provisions of section 5.2 or 5.3, Customer shall i) forfeit any and all pre- paid expenses and fees; Teesnap shall have the right to debit via ACH, or charge a CCoF, for any and all outstanding payments due to Teesnap; to include Early Termination Fees outlined in section 5.2(b).
- 5.5 Equipment Return.** Upon termination of this Agreement for any reason Customer will, within fifteen (15) days from the date of termination, return all equipment leased to Customer by Teesnap. If leased equipment is not returned, or is damaged upon receipt, Teesnap shall have the right to debit via ACH, or charge a CCoF, or seek other payment in the full replacement value for the leased equipment.

SECTION 6. GOLF MARKETING SERVICES

This Section only applies if Customer purchases Golf Marketing Services Pro or Golf Marketing Services Jump Start.

- 6.1 Services.** Customer appoints Teesnap as its exclusive agent to market, provide guidance, intelligence, and to consult Customer on marketing initiative(s). In this capacity, Teesnap shall have all powers as may be necessary and are expedient to carry out the purposes of and the transactions contemplated in this Agreement and will provide such insight as needed, as well as access to Teesnap's Managed Marketing Team. Teesnap will provide Customer with the advertising services provided below. Should Customer request Teesnap to perform additional services beyond what is provided below, Teesnap and Customer will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

6.2 Teesnap will manage the following Services to Customer:

- a. Website Development or Augmentation
- b. Online Store Setup
- c. Email Marketing Management
- d. Social Media Management
- e. Other marketing tools as needed

Planning Calendar

Customer and Teesnap agree that the planning and communication stage of this Agreement is essential to its success. Both Parties will, to the best of their abilities, meet via electronic meetings or in person to develop the yearly plan. In executing this plan, both Parties also agree that they must work together to make it successful in design and execution.

Website Management

Customer and Teesnap agree that when new pages and new designs are required, both Parties will agree to the branding look and feel of such pages and that new page creation will not exceed four new pages in any given week.

Email Management

Customer and Teesnap agree that Teesnap will provide drafts of emails to Customer and Customer will sign off on drafts before sends. Customer and Teesnap agree that previously signed off on email templates may be sent without approval. Customer agrees that no more than 10 email campaigns will be sent in any given week.

Paid Social Media

Customer and Teesnap agree that Teesnap will have admin privileges to Facebook, Google, and LinkedIn. Customer and Teesnap will agree on budget spend for any given strategy and that Customer's credit card on file will be in good standing for such spending. This spending will be in addition to Teesnap Managed Marketing service cost.

Messenger Marketing

Teesnap will integrate Customer's Teesnap website and Facebook Messenger marketing via the growth tools. Teesnap will engage Customer's audience in accordance with the Facebook Messenger terms and services. Flows and sequences will also be managed in accordance with Facebook's terms of use. In any given week during the year, a limit of one new flow and one new set of sequences will be programmed by Teesnap.

SECTION 7. DISCLAIMER OF WARRANTIES, WAIVER, AND LIMITATION OF LIABILITY

7.1 Disclaimer of Warranties. You expressly understand and agree that your use of the services and all information, products, and other content (including that of third-parties) included in or accessible from the service is at your sole risk. The service is provided on an "as is" and "as available" basis.

Neither Teesnap nor its third-party providers will be liable or responsible for any products or services provided by customer that are a cause of injury or that are unacceptable or do not meet your requirements or expectations.

Except for the express warranties set forth herein, Teesnap and its third-party providers hereby expressly disclaim all express or implied warranties with regard to the services and all information, products, and other content (included that of third-parties) included in or accessible from the services, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and quality. Teesnap relies upon customers to provide accurate allergen and dietary information and general product safety. Teesnap does not represent or warrant that the information accessible through the services is accurate, complete, reliable, current, or error-free, including, without limitation, menus, nutritional and allergen information, photos, food quality or descriptions, pricing, hours of operation, or reviews. All content is provided for informational purposes only. The reliance on any information provided through the service is solely at your own risk, including, without limitation, nutritional and allergen information.

Teesnap and its third-party providers make no representations or warranties regarding (i) whether the services will meet your requirements; (ii) the reliability, availability, timeliness, suitability, accuracy or completeness of the services; (iii) the results you may obtain by using the services; (iv) whether the operation or use of the services will be uninterrupted or error-free; or (v) whether the quality of the service, or products or service, information or other material purchased or obtained through the services will meet your expectations.

Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and you are solely responsible for any damage to your computer system or device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Teesnap or a third-party through or from the services will create any warranty not expressly stated in these terms.



You acknowledge that neither Teesnap nor its third-party providers controls the transfer of data over communications facilities, including the internet, and that neither Teesnap nor its third-party providers are responsible for any limitations, delays, or other problems inherent in the use of such communications facilities without limiting the foregoing, neither Teesnap nor its third-party providers warrants or guarantees that any or all security breaches or attacks will be discovered, reported, or remedied, or that there will not be any security breaches by third-parties.

- 7.2 Limitation of Teesnap's Liability.** In no event will Teesnap be liable under any contract, negligence, strict liability, or other theory, for any direct, indirect, special, punitive, incidental, exemplary or consequential damages, including but not limited to damages or lost profits, goodwill, use, data or other intangible losses, even if Teesnap has been advised of the possibility of such damages and even if a remedy set forth herein has failed its essential purpose. To the maximum extent permitted by law, Teesnap's aggregate liability to you or any third-parties in any circumstance is limited to one hundred dollars (\$100 USD).
- 7.3 State Exceptions.** Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, Teesnap's limitation of liability will be limited to the maximum extent permitted by law.
- 7.4 Reliance on Limitations.** Each party acknowledges that the other party has entered into these Terms of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.
- 7.5 Force Majeure.** Teesnap will not be liable for any failure or delay resulting from any condition beyond its reasonable control, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

SECTION 8. DATA SECURITY

- 8.1 Data Security Practices.** Customer agrees to use security technologies and techniques in accordance with industry best practices, including those relating to the prevention and detection of unauthorized use and access of systems and networks. A "Security Breach" is any act or omission that results in: (i) the unauthorized access or use of confidential information; or (ii) a breach of the physical, technical, administrative or organizational safeguards put in place by the either Party, that relate to the protection of the security, confidentiality, or integrity of confidential information. In the event of a Security Breach, Customer shall provide Teesnap with the name and contact information for a Customer employee or position which shall serve as Teesnap's primary contact and shall be available to assist Teesnap twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach. To the extent permitted by law and law enforcement authorities, Customer shall notify Teesnap of a Security Breach as soon as practicable by phone and in writing, but no later than twenty-four (24) hours after Customer becomes aware of it. Immediately following Customer's notification to Teesnap of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach.
- 8.2 Data Protection Regulations.** Customer shall, at all times, maintain policies, practices and procedures sufficient to comply with data protection regulations such as the EU General Data Protection Regulation, or the California Consumer Privacy Act (to take effect on January 1, 2020). In the event Customer is found to be in violation of such data protection regulations or similar laws, Customer shall indemnify and hold harmless Teesnap from any claims, demands, or liability arising from Customer's breach or violation of the same.
- 8.3 Modification of Terms.** Teesnap reserves the right to modify any portion of these Terms of Service at any time in its sole discretion by notifying you of any changes by electronic mail, posting of the updated Terms of Service on its Website, or delivering an alert through the Application. The changes will become effective, and shall be deemed accepted by you, upon the effective date stated or initial posting/delivery date (if none is stated) and shall be effective on a going-forward basis. If you do not agree to these Terms of Service or any updated version of the Terms of Service, your sole and exclusive remedy is to terminate your use of the Services.
- 8.4 Miscellaneous.** Any action, claim, or dispute related to these Terms of Service will be governed by the laws of Nevada, excluding its conflicts of law provisions, and controlling U.S. federal law. The Uniform Computer Information Transactions Act will not apply to these Terms of Service. If any provision of these Terms of Service Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Service, which will remain in full force and effect. Failure of Teesnap to act on or enforce any provision of these Terms of Service will not be construed as a waiver of that provision or any other provision herein. No waiver will be effective against Teesnap unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Teesnap and Customer, these Terms of Service constitute the entire agreement between you and Teesnap with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between you and Teesnap with respect to the subject matter. The section headings are provided merely for convenience and will not be given any legal import. These Terms of Service will inure to the benefit of our successors and assigns. You may not assign these Terms of Service without our prior written consent. Any information submitted or provided by you to the Services might be publicly accessible. Important and private information should be protected by you.



teesnap

CUSTOMER AGREEMENT FORM

Page 1 of 2

IN WITNESS WHEREOF, the Parties have agreed to the terms of this Agreement as of the Effective Date.

Truth or Consequences Golf Course

Customer

Date

Signature

Printed Name

Title

Teesnap, LLC

Date

Signature

Chris Reap

Name

National sales Manager

Title



REFERRAL PROGRAM

We love our clients, and by extension, we love our clients' friends. That's why we're offering a new benefit for those who refer a friend to us and they sign up with Teesnap. For every course that you refer, we will give you a \$500 gift card. There is no limit to how many you introduce to us! We will send out the gift card 30 days after the course goes live with Teesnap.

Please complete the section below:

REFERRAL 1

Golf Course Name

Contact Name

Phone Number

Email

Notes

REFERRAL 2

Golf Course Name

Contact Name

Phone Number

Email

Notes

REFERRAL 3

Golf Course Name

Contact Name

Phone Number

Email

Notes

REFERRAL 4

Golf Course Name

Contact Name

Phone Number

Email

Notes



RESOLUTION NO. 31 21/22

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

WHEREAS, the City of Truth or Consequences owns and operates the City of Truth or Consequences Municipal Golf Course and is responsible for establishing rates and fees;

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

WHEREAS, the City Commission has determined that the following rates and fees are reasonable; and

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

1. The Golf Course Rates as set forth in Exhibit "A", attached hereto and incorporated herein by this reference will be effective immediately upon adoption.
2. The City Commission may review the Golf Course Rates set forth in Exhibit "A" annually.
3. This resolution repeals and replaces all previous Resolutions and Golf Course rates/fees for the City of Truth or Consequences Municipal Golf Course

PASSED, APPROVED AND ADOPTED this 27th day of October, 2021.

ATTEST:

Sandra Whitehead, Mayor

Angela A. Torres, City Clerk

EXHIBIT A

TRUTH OR CONSEQUENCES MUNICIPAL GOLF COURSE RATES

DAILY GREEN FEES

Monday - Friday	Walking	W/Cart
9 Holes	\$14.00	\$21.00
18 Holes	\$20.00	\$31.00
*Twilight	\$12.00	\$20.00

*Weekends & Holidays	Walking	W/Cart
9 Holes	\$16.00	\$23.00
18 Holes	\$22.00	\$33.00
**Twilight	\$14.00	\$22.00

**Weekend rates are applied on Saturday and Sunday*

*** Twilight (2:00pm non daylight savings time and 4:00pm during daylight savings time)*

***Juniors 14-18 yrs.**

Walk 9 or 18 Holes = \$10.00	Ride 9 or 18 Holes = \$15.00/must have valid Driver's License
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**Juniors 13 yrs. and under are free for 9 or 18 holes*

ANNUAL MEMBERSHIP PASSES

Annual

Single \$1,040	Single W/Cart \$1,612	Family \$1,872	*Family W/Cart \$3,224
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Semi-Annual

Single \$600	Single W/Cart \$900	Family \$1,000	*Family W/Cart \$1,700
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**Family Membership Passes include 2 total family members living in the same household*

Seniors 62 and older receive a 10% discount on Daily Green Fees and Membership Passes

All debit and credit card transactions will be charged applicable processing fees

EXHIBIT A

TRUTH OR CONSEQUENCES MUNICIPAL GOLF COURSE RATES (continued)

Range Balls	Small Bucket = \$3.00	Large Bucket = \$6.00
Golf Club Rental	9 Holes = \$10.00	18 Holes = \$15.00
Golf Cart Seat Rental	9 Holes (1 Seat) = \$6.00	18 Holes (1 Seat) = \$9.00

Cart Trail Fee

Semi-Annual \$200	Annual \$300
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Annual Cart Storage

Electric \$525	Gas \$425
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All debit and credit card transactions will be charged applicable processing fees

RESOLUTION NO. 55 20/21

**A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION
ESTABLISHING APPROPRIATE FEES FOR FRISBEE GOLF AT MUNICIPAL GOLF
COURSE.**

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

Whereas, the City recognizes that the fees for use of the Frisbee/Disc golf course are kept artificially low to make the Frisbee/disc golf affordable to the residents; and

Whereas, the Parks and recreation Advisory Board recommends the adoption of the fees set forth in this resolution as discussed in our Public meeting held June 7th, 2021

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

T or C Disc/ Frisbee Golf Course Fees

Daily Green Fees

Standard Rate of \$2.00 per player, per day.

* Appropriate current tax is .085%

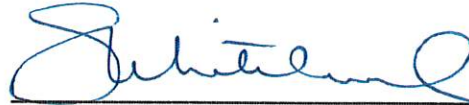
*GCIF = Golf Course Improvement Fund (includes Gross Receipt Tax)

Applicable fees apply for debit and credit card transactions.

(\$1) of the \$2.00 Fee will be applied to the GCIF and will be assessed to all players on a daily basis (except free fees). The fee is to be used exclusively for improvements/maintenance to the T or C Municipal Frisbee golf course.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2021.

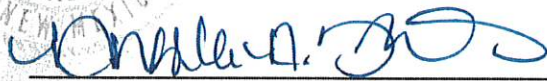
CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO



Sandra Whitehead, Mayor



ATTEST:



Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.4

SUBJECT: Appointment of Jesus Baray to serve a 3 year term as a City Representative on the Sierra Vista Hospital Governing Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 9, 2023

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

The city has a vacancy for a city representative to serve a 3 year term on the Sierra Vista Hospital Governing Board. The vacancy has been advertised and we received one application from Jesus Baray.

Recommendation:

Appointment of Jesus Baray to serve as a city representative on the Sierra Vista Hospital Governing Board.

Attachments:

- Board Member application.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-14-2023



City of Truth or Consequences

City Boards Application

Name: Jesus Baray Address: 800 yucca st. T or C NM 87901
Phone: 575 650 1413 Email: Jbaray8907@gmail.com

I am interested in serving as a member of one the following Boards:

- | | | |
|--|---|---|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Public Arts Advisory Board | <input type="checkbox"/> Golf Course Advisory Board |
| <input type="checkbox"/> Public Utility Advisory Board | <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Lodger's Tax Advisory Board | <input type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Impact Fee Board |
| <input checked="" type="checkbox"/> Other: <u>Hospital Board</u> | | |

My qualifications are:

I'm part owner of El Faro Restaurant. I have an interest in the community to help our hospital be a great
benefit to our community. I'm willing to learn and do the required training necessary to help me facilitate
what is required of me to perform at a high level.

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: _____

Date: 05/26/2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.5

SUBJECT: Approve proposed Mutual Aid Agreement between the Sierra County Sheriff's Office and the Truth or Consequences Police Department

DEPARTMENT: Police Department

DATE SUBMITTED: June 9, 2023

SUBMITTED BY: Chief Luis Tavizon

WHO WILL PRESENT THE ITEM: Luis Tavizon, Chief of Police

Summary/Background:

Upon the request of a supervising official with the Sierra County Sheriff's Office, the officers of the Truth or Consequences Police Department may provide assistance to the requesting agency. When acting upon the request for mutual aid both SCSO and TCPD officers shall have the same jurisdiction, powers, rights, privileges, and immunities as officers from the requesting agency. When requested by the Sierra County Sheriff's Office, TCPD Officers will be cross-commissioned as SCSO Special Deputies to enforce state criminal statutes when violations occur in Sierra County, outside TCPD jurisdiction.

Recommendation:

It is the recommendation that the commission approve the proposed MOU between the City and County law enforcement agencies.

Attachments:

- MOU between the County Sheriff's Office and the City of Truth or Consequences Police.

-

Fiscal Impact (Finance): Unknown

Officers will follow clearly established Truth or Consequences Police Department Policies when operating outside jurisdiction.

Legal Review (City Attorney): Unknown

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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 6-14-2023

**MUTUAL AID AGREEMENT BETWEEN, SIERRA COUNTY SHERIFF'S OFFICE AND
TRUTH OR CONSEQUENCES POLICE DEPARTMENT FOR MUTUAL ASSISTANCE ON
AN ONGOING BASIS AND IN THE EVENT OF TERRORISM, NATURAL DISASTER, OR
OTHER CIRCUMSTANCES AFFECTING PUBLIC SAFETY**

THIS AGREEMENT is entered into by and between the County of Sierra New Mexico, Sierra County Sheriff's Office (herein referred to as SCSO), and the City of Truth or Consequences, Truth or Consequences Police Department (herein referred to as TCPD).

WHEREAS, there has been a close working relationship with a long history of mutual aid, both formal and informal, between SCSO and the TCPD in the function of law enforcement, which both wish to maintain and to memorialize as provided herein; and

WHEREAS, during the normal course of daily operations, assistance may be required between SCSO and TCPD, and to the extent possible, the parties wish to render such assistance to each other when needed; and

WHEREAS, unforeseen circumstances such as natural disasters, terrorist attacks, criminal activity, or other critical incidents may arise, posing a threat to public safety, which require intergovernmental assistance; and

WHEREAS, it is recognized that these emergencies often overwhelm local government capability, transcend jurisdictional boundaries, and that intergovernmental coordination is essential for the protection of lives and property, and

WHEREAS, intergovernmental cooperation is also essential for the maximum use of available resources, and

WHEREAS, SCSO and TCPD recognize that, to provide mutual aid, both agencies need to have an extension of law enforcement authority beyond jurisdictional boundaries of the respective agencies, and

WHEREAS, the New Mexico Mutual Aid Act [29-8-3 NMSA 1978], which established the Mutual Aid Statute, of which both SCSO and TCPD are eligible, allows for its members to enter into mutual aid agreements that extend the authority of law enforcement officers beyond the normal boundaries of their jurisdictions.

NOW THEREFORE, in consideration of these mutual interests, SCSO and TCPD agree that the following will define their Mutual Aid working relationship:

1. **Request for Aid** – Both parties will have their law enforcement agencies respond to emergencies or other requests for assistance in the following manner: a) SCSO will dispatch its equipment and personnel only upon the official request for assistance from the TCPD Chief or his/her designee; b) TCPD will dispatch its equipment and personnel only upon the official request for assistance from the Sheriff or his/her designee.
2. **School Resource Officer** – A TCPD Officer assigned as the School Resource Officer, may respond outside the jurisdiction of TCPD and into Sierra County with cross commission authority to

follow up on investigations arising from the Truth or Consequences Municipal School District when:

- A. The suspected crime has occurred within TCPD jurisdiction and follow up investigation leads the School Resource Officer into Sierra County.
 - B. A welfare check or parental notification is necessary originating from the Truth or Consequences Municipal Schools and the family or child resides in Sierra County.
 - C. To provide training, seminars, or other public outreach programs to students or staff at the Arrey Elementary School.
3. **Notification** – Sierra County Regional Dispatch Authority shall be notified when either agency is responding to assist the other. Any TCPD Officer assigned as a School Resource Officer shall notify a supervisory authority with SCSO prior to entering into SCSO jurisdiction under cross commission authority, and explain the need to enter SCSO jurisdiction, and the location in Sierra County they will be going. For officer safety, TCPD School Resource Officers shall not enter SCSO jurisdiction until given permission by the Sheriff or his/her designee when acting under the cross-commission authority.
-
4. **Availability** - Response to a request for assistance from the other party will be subject to availability of personnel, equipment, and resources. Both parties agree that furnishing of any personnel or equipment under this Agreement will be subordinate to requests for, and rendering of, any services necessary within their respective jurisdictions.
5. Upon the request of a supervising official with the law enforcement agency, the officers may provide assistance to the requesting agency. When acting upon the request for mutual aid, both SCSO and TCPD officers shall have the same jurisdiction, powers, rights, privileges, and immunities as officers from the requesting agency. When requested by the Sierra County Sheriff's Office, TCPD Officers will be cross-commissioned as SCSO Special Deputies to enforce state criminal statutes when violations occur in Sierra County, outside TCPD jurisdiction.
6. All efforts shall be made to release the assisting party as soon as practical.
7. Both parties will keep accurate records of all calls requesting assistance from the respective jurisdiction requesting aid. Said records shall include data on equipment responding, personnel employed, time spent and materials expended.
8. Both parties agree they will not seek or be entitled to reimbursement for expenses of officer hours, or use of equipment, vehicles, or other resources rendering mutual aid to the other party, except as follows:
- A. In the event of any major emergency or disaster, as defined by the New Mexico Intrastate Mutual Aid Act [12-10B-1 NMSA 1978], parties are eligible to receive reimbursement for resources expended by the political subdivision receiving aid in the state of New Mexico, including the jurisdictions of both parties.

9. Nothing in the terms of this Agreement shall require SCSO or TCPD to purchase additional equipment or hire additional personnel to comply with this Agreement.
10. **Employment Status** – Any employee of one of the parties who provides services under this Agreement shall remain the employee of his/her employer, and who shall remain responsible for that employee's salary, fringe benefits, worker's compensation benefits, and unemployment compensation. Any of the parties' employees who undertake any activities under this Agreement shall remain subject to the supervision of his/her employer.
11. **Liability** – Neither party shall be responsible for the liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Each party shall be liable for its' own acts or failures to act in accordance with this Agreement, , subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 et seq.
12. . Neither party shall be responsible for their inability to respond to a request for assistance.
13. This Agreement shall supersede any previous Agreements concerning law enforcement cooperation and mutual aid and any amendments will be made to this Agreement upon the written concurrence of both parties.
14. Effective date of this Agreement shall be the last date of signature below.
15. Either party may terminate this agreement upon 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of last signature, below:

SIERRA COUNTY SHERIFF'S OFFICE

Sheriff Joshua Baker

Date

TRUTH OR CONSEQUENCES POLICE DEPARTMENT

Chief of Police Louis Tavizon

Date

STATE OF NEW MEXICO

Michelle Luhan Grisham
Governor

Date



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.6

SUBJECT: Award recommendations for RFP #22-23-003 Integrated Technology Support Services
DEPARTMENT: City Manager
DATE SUBMITTED: June 9, 2023
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director or Angie Gonzales, City Manager

Summary/Background:

RFP #22-23-003 for Integrated Technology Support Services was advertised for three (3) consecutive weeks and posted on the City's website. A mandatory Pre-proposal meeting was held on 04/19/2023 at the Finance Office. Proposals were due 05/16/2023 at 2:00 pm. Evaluations were performed on 05/17/2023. Oral presentations were not held.

Recommendation:

CD Technology

Attachments:

- Contract
[Click here to enter text.](#)

Fiscal Impact (Finance): Choose an item.

Option 1 - \$80,000.00 for the year

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-14-2023

APPENDIX I

IT SUPPORT SERVICES AGREEMENT

The Agreement included in this APPENDIX I represents the contract the Agency intends to use to make an award. The City of Truth or Consequences reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

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 CD TECHNOLOGY (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

WHEREAS, all terms and conditions of the Request For Proposal Number 22-23-003 IT Support Services and the Contractor's response to such document(s) are incorporated herein by reference (Attachment A).

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 of \$ 6,666.67 per month plus New Mexico Gross Receipts Tax not to exceed an annual flat amount of \$ 80,000.00 plus New Mexico Gross Receipts Tax for services satisfactorily performed.
- b. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (the fiscal year is July 1 to June 30) in which the services were delivered.

- c. Contractor must submit a detailed statement accounting for all services performed and expenses incurred to 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 July 1, 2023 and will expire on June 30, 2024.

4. Contract Renewal.

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

5. Termination.

- a. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination along with contractors expenses to comply with City's termination notice, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City, and fails to implement corrective action within ten (10) business days of the City's notice, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein and contractors failure to implement corrective actions for fault. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

- b. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

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

7. Status of Contractor

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

8. Discrimination Prohibited

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

9. ADA Requirement

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

officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

10. Reports and Information

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

11. Establishment and Maintenance of Records

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

12. Publication, Reproduction and Use of Materials

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

13. Construction and Severability

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

14. Claims

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

15. Subcontracting

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

16. Release

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

17. Confidentiality

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

18. Product of Service - Copyright.

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

19. Conflict of Interest; Governmental Conduct Act.

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

20. Merger.

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

21. Penalties for Violation of Law.

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

- b. The parties hereto affirmatively state that no illegal bribes, gratuities or kickbacks of any sort have been or will be made or requested in connection with this Agreement.

22. Equal Opportunity Compliance.

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

23. Applicable Law.

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

24. Workers Compensation.

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

25. Records and Audits

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

26. Indemnification.

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

27. Invalid Term or Condition.

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

28. Enforcement of Agreement.

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

29. Notices.

- a. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:
- b. To the City:
 - i. City Manager,
505 Sims Street
Truth or Consequences, NM 87901
- c. To the Contractor:
 - ii. _____

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: _____
City of Truth or Consequences

Date: _____

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

Date: _____

By: _____
Contractor

Date: _____

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. 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.

3. 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.

4. 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.

5. 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.

6. 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

7. 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.

8. 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.

9. General Services

- A. Provide on-site IT support a minimum of twice a week a total of 16 hours per week.
- 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. Able to work with the City's webhost and Outlook services
 - H. Installing and/or re-installing of software/hardware, printers, scanners and standard installations at no additional charge
 - I. Assist in obtaining quotes for departments requiring new systems
 - J. 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
 - K. 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: June 14, 2023

Agenda Item #: I.7

SUBJECT: Award recommendations for RFP #22-23-004 Airport Operations and Management
DEPARTMENT: Airport
DATE SUBMITTED: June 9, 2023
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director or Traci Alvarez, Assistant City Manager

Summary/Background:

RFP #22-23-004 for Airport Operations and Management was advertised for three (3) consecutive weeks and posted on the City's website. A mandatory Pre-proposal meeting was held on 04/21/2023 at the AA conference room with Zoom capabilities. Proposals were due 05/17/2023 at 2:00 pm. Evaluations were performed on 05/18/2023. Oral presentations were not held.

Recommendation:

Evaluation Committee's Recommendation for Award is Tech 45 Airport Management

Attachments:

- Contract
[Click here to enter text.](#)

Fiscal Impact (Finance): Choose an item.

Cost is broken down by year in Attachment A

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 6-14-2023

APPENDIX I

AIRPORT MANAGEMENT AGREEMENT

For the Operation and Maintenance of the T or C Municipal Airport

This Airport Management Agreement for the Operation and Maintenance of the T or C Municipal Airport ("the Agreement" or "this Agreement") is executed as of and made effective as of _____ (the "Effective Date") by and between the CITY OF T OR C, a New Mexico municipal corporation, whose address is 505 Sims Street, T or C, New Mexico 87901 (the "CITY") and (TECH 45 AIRPORT MANAGEMENT "AIRPORT OPERATOR") for the operation and maintenance of the T or C Municipal Airport (the "AIRPORT"). The CITY and the AIRPORT OPERATOR do hereby agree and state as follows:

Recitals

WHEREAS, the CITY owns and operates the T or C Municipal Airport ("AIRPORT") lying within the County of T or C, New Mexico and designated by the Federal Aviation Administration ("FAA") as "KTCS"; and

WHEREAS, the CITY and the AIRPORT OPERATOR desire to enter into this Agreement under which the AIRPORT OPERATOR shall operate and maintain the AIRPORT under the direction of the CITY for the period set forth in Section 1 of this Agreement; and

WHEREAS, the CITY and the AIRPORT OPERATOR desire to make this Agreement and all provisions herein effective as of ____ (the "Effective Date").

Agreement

NOW, THEREFORE, in consideration of the terms and conditions listed hereinafter, the parties hereto desire to set forth herein their respective covenants and obligations with regard to the duties, responsibilities and compensation and other considerations of the AIRPORT OPERATOR, all as set forth hereafter:

Section 1. Term and Amount

A. Term. This Agreement shall be for a period of Four (4) years _____, beginning on _____ and expiring at 12:01 a.m. local time on _____ (Contract End Date), unless extended further by written agreement of the CITY and the AIRPORT OPERATOR.

B. Amount. The amount to be paid to the AIRPORT OPERATOR for undertaking the duties and responsibilities described herein are broken down in ATTACHMENT A by each year for the next four (4) years exclusive of applicable gross receipts taxes, and exclusive of costs and expenses of AIRPORT operations and maintenance which are reimbursable to the AIRPORT OPERATOR as set forth herein.

Section 2. Duties and Responsibilities of AIRPORT OPERATOR

The AIRPORT OPERATOR shall operate and maintain the T or C Municipal Airport as set forth herein:

A. The AIRPORT OPERATOR shall operate and maintain the AIRPORT using guidelines in accordance with the regulations of the FAA, including specifically 14 C.F.R. Parts 139 and 153, all grant agreements and the 39 grant assurances thereto, FAA Order 5190.6B, directives and orders of the FAA, the State of New Mexico, and the CITY.

B. The AIRPORT OPERATOR shall be responsible for safety and security of the AIRPORT. The AIRPORT OPERATOR shall be responsible for hiring, supervising and adequately training all employees needed to operate the AIRPORT to ensure its safe operation.

C. The AIRPORT OPERATOR shall assume all of the existing obligations of the CITY under grant agreements, grant assurances thereto, and, as appropriate, surplus and non-surplus property deeds. For future grants shall agree to the assurances applicable to a private operator, but initially will also be obligated to comply with the public operator's assurances as long as they would have been in effect for the CITY if the CITY were operating the AIRPORT.

D. The AIRPORT OPERATOR shall operate and maintain the AIRPORT for the safe use and benefit of the public; the AIRPORT OPERATOR shall make available all AIRPORT facilities and services (runways, taxiways, ramp, pilot facilities, parking) on fair and reasonable terms and without discrimination, and shall grant rights and privileges for the use of the aeronautical facilities at the AIRPORT to all qualified persons and companies.

E. The AIRPORT OPERATOR shall close the airport if it is deemed that an emergency exists justifying closure, notify the FAA of the closure immediately, clearly designating the closure with markings, signs and devices consistent with FAA regulations, cooperate fully with the FAA and the New Mexico Department of Transportation and, as appropriate, with the National Transportation Safety Board ("NTSB") on accident investigations, immediately notify emergency response entities of the emergency, and work to clear the incident, repair any damage, and re-open the airport only when safe.

F. The AIRPORT OPERATOR shall keep regular posted business hours at the AIRPORT, at least eight hours a day and shall be on-call at all other times.

G. The AIRPORT OPERATOR shall represent the CITY at construction meetings, permitting meetings, meetings with the FAA, meetings with the airport's engineer, meetings with the public, meetings with the Department of Transportation and such other AIRPORT-related meetings at such times and places as the CITY may request.

H. The AIRPORT OPERATOR shall serve as the point of contact for airport business as designated by the CITY, but shall not have this responsibility with respect to grants of the FAA or

the New Mexico Department of Transportation.

I. The AIRPORT OPERATOR shall work with designated City Staff to prepare the annual budget for the AIRPORT and assist with the management of the budget during the fiscal year.

J. The AIRPORT OPERATOR shall, along with the CITY'S ongoing marketing and economic development efforts, market the AIRPORT to potential tenants, aviation groups, and the general public.

K. The AIRPORT OPERATOR shall consult frequently and as needed with the CITY (at least once each week) by phone, in-person or in writing concerning pending issues and matters of business at the AIRPORT and may be required from time to time to attend regular staff meetings of CITY staff and regular meetings of the CITY Commission.

L. The AIRPORT OPERATOR shall, along with the CITY, develop and put in place airport rules and regulations consistent with FAA Order 5190.6B.

M. Consistent with Grant Assurance No. 24 (Fee and Rental Structure), the AIRPORT OPERATOR shall be responsible to manage all revenue leases of AIRPORT property and shall maintain accurate and complete hangar rent receipt books. Revenue from leases of AIRPORT property shall be transmitted to the CITY monthly, and the CITY shall keep the revenue in a special fund dedicated to airport operations.

N. The AIRPORT OPERATOR shall be responsible for all activities relating to AIRPORT leases, including renewal, issuance of new leases, enforcement of lease obligations and enforcing airport rules and regulations on the activities of lessees. The AIRPORT OPERATOR shall be responsible for general enforcement of the airport rules and regulations on airport lessees, pilots and passengers, any commercial service providers. The AIRPORT OPERATOR shall not enter into leases permitting nonaeronautical use of any place on the property comprising Exhibit without FAA concurrence.

O. The AIRPORT OPERATOR shall ensure that no single operator has an exclusive right to use the facility pursuant to FAA Grant Assurance No. 23.

P. The AIRPORT OPERATOR shall coordinate with and assist authorized commercial providers in their operations at the AIRPORT.

Q. The AIRPORT OPERATOR shall provide, if called upon, information to the CITY Manager related to the Operation of the AIRPORT that might be needed for the CITY's annual budget development process, and assist, if called upon, with questions related to airport operations and the airport budget or expenses that might arise as a part of the CITY's or any funding source's annual audit of the AIRPORT.

R. The AIRPORT OPERATOR shall operate and maintain all equipment and property comprising the AIRPORT, including runways, taxiways, ramps, radio equipment, buildings,

storage tanks, pumps, trucks, heavy equipment, mowers, airport lighting, airport signs and pavement markings, weather and navigational aids, parking lots and entry road (free of debris and snow), walkways, the portable restroom facility, and other airport infrastructure, in good, safe and operational condition, so long as necessary maintenance or repair does not to exceed the sum of \$500.00 in which case the need shall immediately be reported to CITY management.

S. The AIRPORT OPERATOR shall arrange for non-routine capital replacement of CITY equipment as agreed to or directed by the CITY Manager.

T. The AIRPORT OPERATOR shall prepare and submit all necessary documentation required for reimbursement for routine maintenance on CITY equipment at the AIRPORT that is performed each month. The AIRPORT OPERATOR shall prepare a detailed invoice describing the maintenance performed, and the CITY shall reimburse the AIRPORT OPERATOR for non-routine maintenance performed only after the CITY authorizes the AIRPORT OPERATOR to perform the work.

U. The AIRPORT OPERATOR shall make recommendations to the CITY concerning capital facilities and equipment acquisition and replacement, and submit the recommendations to the CITY on a quarterly basis.

V. The AIRPORT OPERATOR shall make recommendations to the CITY concerning the acquisition of needed non-capital facilities, supplies, consumables and services, for which reimbursement is expected, and submit to the CITY from time-to-time as needed.

W. The AIRPORT OPERATOR shall cooperate with the CITY's airport engineering firm with its long-term and infrastructure planning efforts and capital projects at the Airport.

X. The AIRPORT OPERATOR shall attend meetings of the Airport Advisory BOARD, and advise the ASSISTANT CITY Manager on any items for discussion or business to include on the agenda; the AIRPORT OPERATOR shall make presentations of interest which include the number of operations, fuel sold, passenger enplanements, airport planning and development, and other topics of timely interest.

Y. The AIRPORT OPERATOR shall inspect the AIRPORT on a regular basis, including but not limited to runways, taxiways, ramps and parking areas, and airport equipment such as airport lighting, the MIREL, the UNICOM, the REIL, the beacon and the AWOS-3, to ensure the AIRPORT is in a safe condition for aeronautical activities.

Z. The AIRPORT OPERATOR shall advise the FAA and the National Weather Service and submit a NOTAM on any outage of the AWOS-3.

AA. The AIRPORT OPERATOR shall regularly inspect fuel storage and dispensing equipment for leaks and safe operation, including dispensing vehicles, fuel farms, fuel pumps,

and any variances from required safety and environmental standards shall immediately be reported to the owner of the equipment and the CITY.

BB. The AIRPORT OPERATOR shall ensure that snow and ice are immediately removed from runways, taxiways, ramps, walkways and access roads so that the AIRPORT remains open or can be re-opened as soon as possible and notify the CITY Manager when equipment failure or unusually intense weather conditions necessitate assistance.

CC. The AIRPORT OPERATOR shall ensure prompt cleaning and removal of all foreign objects and debris, soil, stones, and other hazards to aircraft or aviation from the runways, taxiways, ramps, and aircraft parking areas.

DD. The AIRPORT OPERATOR shall issue and cancel all required notices to the FAA, State and local authorities pertaining to airport operations and safety (NOTAMs).

EE. The AIRPORT OPERATOR shall obtain and maintain a copy on-site of all plans, licenses, permits, authorizations and approvals required by federal, State and local laws to operate the AIRPORT, and keep detailed records at the AIRPORT of all such licenses, permits, authorizations and approvals, a copy of which shall be provided to the CITY and which shall be subject to inspection of the CITY from time-to-time.

FF. The AIRPORT OPERATOR shall not permit the use of the AIRPORT to be used for any illegal or unauthorized purpose, or any hanger, vehicle or equipment for any illegal or unauthorized use.

GG. The AIRPORT OPERATOR shall work with the CITY to ensure that the AIRPORT is always fully and completely insured.

HH. All CITY equipment shall remain on the AIRPORT premises and not be used for personal use or gain, or any purpose other than the operation of the AIRPORT and operators shall be trained and, where appropriate, licensed and insured for the operation of the equipment they use.

II. The AIRPORT OPERATOR shall perform all the tasks set forth herein under the general supervision of the CITY.

JJ. The AIRPORT OPERATOR shall operate and manage the parking lot at the AIRPORT.

KK. The AIRPORT OPERATOR owns sole rights to all process, forms, procedures, advertising & media produced and maintained for the Truth or Consequences Airport other than those required by local, state or federal regulations.

Section 3. Assignment or Sale

The AIRPORT OPERATOR shall not assign this Agreement or any right hereunder to any person, corporation, or association without the prior written approval of the CITY. The AIRPORT OPERATOR shall not sell or transfer this Agreement to any person, corporation, or association, without the prior written approval of the CITY. Any such assignment shall be grounds, at the option of the CITY, for the CITY to immediately terminate this Agreement.

Section 4. Termination

A. This Agreement may be prematurely terminated by either the CITY or the AIRPORT OPERATOR if either fails to materially abide by the terms and conditions expressed herein, or by mutual agreement and consent of both parties in writing. Should the AIRPORT OPERATOR file for bankruptcy or the AIRPORT OPERATOR be deemed incompetent, or dissolve, this Agreement shall immediately terminate. In the event the AIRPORT OPERATOR fails to provide proof of required insurance, or uses the CITY'S AIRPORT property for any illegal or unauthorized purpose, files for bankruptcy, abandons or leaves the property vacant or unoccupied for fourteen (14) consecutive days, or violates any of the terms and conditions of this Agreement, the CITY has the right to terminate this Agreement and retake possession of its AIRPORT property under the control and lease of the AIRPORT OPERATOR.

B. At the termination of this Agreement (unless extended by actual written acceptance), either by normal expiration, premature termination, or mutual agreement, the AIRPORT OPERATOR shall peaceably vacate the premises. Any furniture or equipment entrusted to the AIRPORT OPERATOR shall be returned to the CITY (as listed on Exhibit) in the same condition as it was when issued, normal wear excepted.

C. The PARTIES HERETO may provide written notice to the other Party not less than thirty (30) days of their intention to not renew or terminate this Agreement under any circumstance.

Section 5. Insurance Requirement

A. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, **Commercial General Liability, Professional Liability/Errors & Omissions Insurance** in the broadest coverage commonly available, with a minimum limit of two million dollars (\$2,000,000.00) per occurrence for each such policy. The Professional Liability/Error &

Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

B. Automobile Liability Insurance, for contractors providing a vehicle for staff, employees, or subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

C. Automobile Liability Insurance, for sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limit each occurrence.

D. Additional Insured: The City of Truth or Consequences, its Commissioners and employees and must be named as Additional Insureds with respect to all of the coverages. The Additional Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection with this Contract. Contractor's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

E. Certificates of insurance and complete policies, acceptable to the City, with the coverage as cited above and listing the City of Truth or Consequences, its Commissioners, and employees as the certificate holders, must be submitted not less than ten (10) working days prior to the execution of this Contract and before work begins or products are delivered by Contractor under this Contract. Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the City of cancellation or material change, which shall be mailed or delivered to:

The City of Truth or Consequences
Attn: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

Section 6. Contractor Shall Carry Worker's Compensation Insurance as Required by Law. Indemnification/Hold Harmless

A. Contractor shall defend, indemnify, and hold harmless the City, its Commissioners, employees, and agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of any act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of anyone directly or indirectly employed by Contractor, or arising in any way from the activities of or services provided by Contractor under this Contract. Contractor shall defend all such claims and litigation, including the payment of the City's attorney's fees and costs, whether such claims and litigation are frivolous or not. The City shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the City.

B. Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the City for claims or actions brought by the Contractor's own employees against the City, its Commissioners, employees or agents. Solely for the purpose of this indemnification and defense, Contractor expressly and specifically waives any immunity under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation.

C. These indemnifications shall survive the termination of this Contract.

D. The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

Section 7. Miscellaneous Terms

A. This Agreement and its Exhibits A through E thereto is the entire Agreement between the parties hereto and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced, except that this Agreement may be modified by written addendum hereto attached and signed by both Parties.

B. This Agreement shall be governed by the laws of the State of New Mexico, the City of T or C, and the regulations and grant assurances of the FAA, and construed thereunder; and venue of any action brought under this Agreement shall be in the Eighth Judicial State District Court for T or County, T or C, New Mexico or the federal District Court for the District of New Mexico, as appropriate.

C. To the fullest extent permitted by law, the AIRPORT OPERATOR agrees to indemnify, defend, and hold harmless the CITY and its agents, Elected Officials, and employees of and from any and all liabilities, expenses, causes of action, damages, or attorneys' fees resulting from the activities described in this Agreement or the AIRPORT OPERATOR'S businesses, operation, occupancy, or use of the AIRPORT that results from any negligent act or omission of AIRPORT

OPERATOR, or its agents or employees. Nothing herein shall waive the sovereign immunity of the CITY or any of its rights and privileges and limitations of liability under the New Mexico Tort Claims Act. The CITY will insure the AIRPORT, and shall provide the AIRPORT OPERATOR with written proof thereof. The AIRPORT OPERATOR shall maintain in force during the pendency of this Agreement a policy of comprehensive general liability insurance, or public liability insurance, to remain in effect during the entire term of this Agreement, including any renewals or extensions, and shall include additional coverage for contractual liability, auto liability, completed operations and products liability. The liability insurance shall provide coverage of not less than Two Million Dollars (\$2,000,000) per claim or occurrence. The CITY shall be named as an additional insured on the policy or policies.

D. If any section, paragraph, sentence or phrase entered in this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegal or unenforceability shall not affect the remainder of this Agreement which can be given effect without the illegal or unenforceable section, paragraph, sentence, or phrase and to this end, the provisions of this agreement are declared to be severable.

E. ~~The Parties hereto enter into this Agreement as independent contractors and no agent, employee or contractor of one shall be deemed the employee of the other.~~

F. This Agreement is solely for the benefit of the parties hereto and their successors and assigns; this Agreement shall therefore not be construed to confer upon or give to any third party any remedy, claim, liability, reimbursement, cause of action, or status as a third-party beneficiary.

G. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party seeking the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition.

H. This agreement is subject to approval of the Federal Aviation Administration.

EXECUTED THIS _____ day of _____, 20____

AGREED TO:

FOR THE CITY OF TRUTH OR CONSEQUENCES:

By: _____

Title: _____

Date: _____

FOR THE AIRPORT OPERATOR:

By: _____

Title: _____

Date: _____

APPROVED:

FEDERAL AVIATION ADMINISTRATION

By: _____

Title: _____

Date: _____

AIRPORT OPERATIONS AND MANAGEMENT

RFP 22-23-004

ATTACHMENT A

YEAR ONE

SERVICE	PRICE PER MONTH	PRICE PER YEAR	NOTES
BASIC SERVICE (REQUIRED)		\$ 59,540.00	
FULL SERVICE LEASE/RENTAL MGMT	\$ 400.00	\$ 4,800.00	
HUMAN RESOURCES MGMT	\$ 8,357.50	\$ 100,290.00	\$10,000.00 IN SET UP
FLY IN / EVENT PLANNING	\$ 300.00	\$ 3,600.00	
FULL SERVICE BILLING MGMT	\$ 400.00	\$ 4,800.00	
SOCIAL MEDIA / WEBSITE	\$ 250.00	\$ 3,000.00	
		\$ 176,030.00	
ONE - TIME SET UP FEES		ON TIME FEE	
SET UP FEE FOR BASIC SERVICE		\$	12,000.00
HUMAN RESOURCES MGMT		\$	10,000.00
ON CALL AIRCRAFT		\$	5,000.00
FULL SERVICE PILOT LOUNGE		\$	5,000.00
FUEL SERVICING	PAID YEARLY UP FRONT	\$ 7,000.00	
		\$ 7,000.00	\$ 32,000.00
			\$ 39,000.00
YEAR ONE GRAND TOTAL	\$ 215,030.00		

YEAR TWO

SERVICE	PRICE PER MONTH	PRICE PER YEAR	NOTES
BASIC SERVICE (REQUIRED)		\$ 59,540.00	
FULL SERVICE LEASE/RENTAL MGMT	\$ 400.00	\$ 4,800.00	
HUMAN RESOURCES MGMT	\$ 9,190.00	\$ 110,280.00	
FLY IN / EVENT PLANNING	\$ 300.00	\$ 3,600.00	
FULL SERVICE BILLING MGMT	\$ 400.00	\$ 4,800.00	
SOCIAL MEDIA / WEBSITE	\$ 250.00	\$ 3,000.00	
		\$ 186,020.00	
YEARLY SET UP FEES			
FUEL SERVICING	PAID YEARLY UP FRONT	\$ 7,000.00	
		\$ 7,000.00	\$ -
			\$ 7,000.00
YEAR TWO GRAND TOTAL	\$ 193,020.00		

AIRPORT OPERATIONS AND MANAGEMENT
RFP 22-23-004

YEAR THREE

SERVICE	PRICE PER MONTH	PRICE PER YEAR	NOTES
BASIC SERVICE (REQUIRED)		\$ 59,540.00	
FULL SERVICE LEASE/RENTAL MGMT	\$ 400.00	\$ 4,800.00	
HUMAN RESOURCES MGMT	\$ 9,190.00	\$ 110,280.00	
FLY IN / EVENT PLANNING	\$ 300.00	\$ 3,600.00	
FULL SERVICE BILLING MGMT	\$ 400.00	\$ 4,800.00	
SOCIAL MEDIA / WEBSITE	\$ 250.00	\$ 3,000.00	
		\$ 186,020.00	
YEARLY SET UP FEES			
FUEL SERVICING	PAID YEARLY UP FRONT	\$ 7,000.00	
		\$ 7,000.00	\$ -
			\$ 7,000.00
YEAR THREE GRAND TOTAL	\$ 193,020.00		

YEAR FOUR

SERVICE	PRICE PER MONTH	PRICE PER YEAR	NOTES
BASIC SERVICE (REQUIRED)		\$ 59,540.00	
FULL SERVICE LEASE/RENTAL MGMT	\$ 400.00	\$ 4,800.00	
HUMAN RESOURCES MGMT	\$ 9,190.00	\$ 110,280.00	
FLY IN / EVENT PLANNING	\$ 300.00	\$ 3,600.00	
FULL SERVICE BILLING MGMT	\$ 400.00	\$ 4,800.00	
SOCIAL MEDIA / WEBSITE	\$ 250.00	\$ 3,000.00	
		\$ 186,020.00	
YEARLY SET UP FEES			
FUEL SERVICING	PAID YEARLY UP FRONT	\$ 7,000.00	
		\$ 7,000.00	\$ -
			\$ 7,000.00
YEAR FOUR GRAND TOTAL	\$ 193,020.00		



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.8

SUBJECT: Approve Municipal Golf Course Residential Building Lease Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: June 8, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

City desires to enter into a lease agreement with Water/Wastewater Director Arnulfo Castaneda for the purpose of residing in the residential building located at the T or C Municipal Golf Course

Recommendation:

Approve Lease Agreement

Attachments:

- Lease Agreement
-

Fiscal Impact (Finance): Yes

[Click here to enter text.](#)

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 6-14-2023

**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 **ARNULFO (ARNIE) CASTANEDA (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 June 15, 2023 and shall expire on June 15, 2024 unless terminated sooner pursuant to Section 13, Right to Terminate, below.

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 gas, 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: Angie Gonzales, City Manager, City of Truth or Consequences, 505 Sims Street, Truth or Consequences, New Mexico 87901, Telephone 575-894-6673. Lessee Contact: _____

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: _____
Angie Gonzales, City Manager

Date: _____

LESSEE:

By: _____
Arnulfo Castaneda, WA/WW Director,
Truth or Consequences
Water/Wastewater Department

Date: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.9

SUBJECT: Discussion/Update: Infrastructure Capital Improvement Plan

DEPARTMENT: Community Development

DATE SUBMITTED: June 8, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

The local government infrastructure capital improvement plan (ICIP) is a PLANNING TOOL, which establishes priorities for anticipated infrastructure projects. The ICIP planning tool encourages entities to develop and update their five-year plan annually which is submitted to the State. It provides an opportunity for communities to assist and assess any critical needs. Although the ICIP is not a funding source, it does include information in each project for state and federal funding opportunities. FY2025-2029 ICIP Submission Deadline is August 18, 2023

Recommendation:

Commission to begin review FY2024-2028 ICIP in preparation of recommended changes by staff, Commission and the public.

Attachments:

- FY2024-2028 ICIP
- Information Slides

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

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 6-14-2023

Infrastructure Capital Improvement Plan F2024-2028

Truth or Consequences Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2024	2025	2026	2027	2028	Total Project Cost	Amount Not Yet Funded	Phases?
38540	2024	001	Marie Street Improvements	Transportation - Highways/Roads/Bridges	0	282,000	0	0	0	0	282,000	282,000	No
38579	2024	002	Animal Shelter Kennel Building	Facilities - Other	0	450,000	0	0	0	0	450,000	450,000	Yes
38589	2024	003	Street Department 4000 Gal. Water Truck	Equipment - Other	0	186,000	0	0	0	0	186,000	186,000	No
38581	2024	004	Soccer Field Improvements	Other - Other	0	245,000	0	0	0	0	245,000	245,000	No
40367	2024	005	Clancy Lift Station Force Main Improvements	Water - Wastewater	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
38617	2024	006	Armijo Park Effluent Water Reuse Improvements	Water - Wastewater	0	1,750,000	0	0	0	0	1,750,000	1,750,000	Yes
36448	2024	007	City-wide Drainage Improvements	Water - Storm/Surface Water Control	100,000	800,000	1,000,000	1,700,000	1,700,000	0	5,300,000	5,200,000	Yes
38613	2024	008	Water Meter Replacement & Housing Improvements	Water - Other	0	1,500,000	1,000,000	1,000,000	1,000,000	500,000	5,000,000	5,000,000	Yes
38536	2024	009	Police Department Flood Control	Facilities - Administrative Facilities	0	15,000	0	0	0	0	15,000	15,000	No
39246	2024	010	Cantrell Dam Improvements	Water - Storm/Surface Water Control	825,000	1,045,000	1,130,000	1,000,000	1,000,000	0	5,000,000	4,175,000	Yes
38590	2024	011	Substation South Transformer Replacement	Equipment - Other	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
38582	2024	012	Fleet Department Service Truck	Equipment - Other	0	160,000	0	0	0	0	160,000	160,000	No
38591	2024	013	Electrical Substation Breaker	Equipment - Other	0	1,000,000	0	0	0	0	1,000,000	1,000,000	No

Monday, August 22, 2022

Truth or Consequences/ICIP 21002

Infrastructure Capital Improvement Plan F2024-2028

Replacement													
38592	2024	014	Electrical Substation Transformer Switches	Equipment - Other	0	250,000	250,000	0	0	0	500,000	500,000	Yes
38538	2024	015	Police Department Renovation	Facilities - Administrative Facilities	0	85,000	0	0	0	0	85,000	85,000	No
36618	2024	016	Multi-generational Campus	Facilities - Other	0	160,000	3,500,000	3,745,000	4,000,000	900,000	12,305,000	12,305,000	Yes
36714	2024	017	Substation Primary Underground Feeder Replacement	Other - Utilities (publicly owned)	0	1,000,000	0	0	0	0	1,000,000	1,000,000	Yes
26605	2025	001	MSD Streets Reconstruction	Transportation - Highways/Roads/Bridges	1,215,000	0	2,200,000	0	0	0	3,415,000	2,200,000	Yes
32976	2025	002	Water Distribution Line Replacement & Repavement	Transportation - Highways/Roads/Bridges	0	0	1,200,000	1,600,000	0	0	2,800,000	2,800,000	Yes
38606	2025	003	Water Well #8 Improvements	Water - Water Supply	0	0	750,000	0	0	0	750,000	750,000	No
38572	2025	004	W 9th Street Improvements	Transportation - Highways/Roads/Bridges	0	0	240,000	0	0	0	240,000	240,000	No
38574	2025	005	Veater Street Improvements	Transportation - Highways/Roads/Bridges	0	0	270,000	0	0	0	270,000	270,000	No
38577	2025	006	Golf Course Grounds Improvements	Other - Other	0	0	50,000	0	0	0	50,000	50,000	No
38533	2025	007	Solid Waste Tipping Floor Improvements	Other - Solid Waste	0	0	135,000	0	0	0	135,000	135,000	No
38588	2025	008	Municipal Library Improvements	Facilities - Libraries	0	0	25,000	0	0	0	25,000	25,000	No
38578	2025	009	Golf Course Maintenance Equipment	Equipment - Other	0	0	35,000	0	0	0	35,000	35,000	No
36684	2025	010	Ralph Edwards Parks Improvements Phase 2	Facilities - Other	400,000	0	465,220	0	0	0	865,220	465,220	No
38571	2026	001	Smith, Silver and E 9th Street Improvements	Transportation - Highways/Roads/Bridges	0	0	0	662,000	500,000	0	1,162,000	1,162,000	Yes
33030	2026	002	Louis Armijo Sports Complex	Facilities - Other	0	0	0	400,000	0	0	400,000	400,000	Yes

Monday, August 22, 2022

Truth or Consequences/ICIP 21002

Infrastructure Capital Improvement Plan F2024-2028

38619	2026	003	Wastewater Manhole Replacement/Improvements	Water - Wastewater	0	0	0	25,000	225,000	2,000,000	2,250,000	2,250,000	Yes
38576	2026	004	Golf Course Clubhouse Improvements	Facilities - Other	0	0	0	45,000	0	0	45,000	45,000	Yes
36685	2026	005	Swimming Pool Phase 1	Facilities - Other	0	0	0	250,000	1,250,000	1,250,000	2,750,000	2,750,000	Yes
40368	2026	006	Golf Course Facility Improvements	Facilities - Other	0	0	0	55,000	0	0	55,000	55,000	No
40369	2026	007	Solid Waste Scale House Facility Improvements	Other - Solid Waste	0	0	0	35,000	0	0	35,000	35,000	No
38604	2026	008	Police Department Bldg. Security Access System	Equipment - Public Safety Equipment	0	0	0	30,000	0	0	30,000	30,000	No
38583	2026	009	Fleet Service Diagnostic Machine	Equipment - Other	0	0	0	20,000	0	0	20,000	20,000	No
40370	2026	010	10MVA Substation Power Transformer Replacement	Other - Utilities (publicly owned)	0	0	0	3,000,000	0	0	3,000,000	3,000,000	No
33002	2027	001	Water Infrastructure and Fire Hydrant Replacement	Water - Water Supply	19,930,232	0	0	0	19,402,616	19,402,616	58,735,464	38,805,232	Yes
38618	2027	002	Golf Course Effluent Water System Improvements	Water - Wastewater	0	0	0	0	17,026	0	17,026	17,026	No
34164	2027	003	Electric Pole and Conductor Replacement	Transportation - Lighting	0	0	0	0	1,000,000	0	1,000,000	1,000,000	Yes
38614	2027	004	Wastewater Treatment Plant Upgrades	Water - Wastewater	0	0	0	0	10,000,000	0	10,000,000	10,000,000	No
40371	2027	005	Police Department Fire Monitoring System	Facilities - Administrative Facilities	0	0	0	0	25,000	0	25,000	25,000	No
36767	2027	006	Punk Greer Rodeo Arena Improvements	Facilities - Other	0	0	0	0	225,000	0	225,000	225,000	No
38608	2027	007	Water Well #4 Improvements	Water - Water Supply	0	0	0	0	1,000,000	0	1,000,000	1,000,000	No
38593	2027	008	Electrical Capacitor Replacement	Equipment - Other	0	0	0	0	300,000	300,000	600,000	600,000	Yes
38587	2027	009	Fleet Service Center Improvements	Equipment - Other	0	0	0	0	30,000	0	30,000	30,000	No

Monday, August 22, 2022

Truth or Consequences/ICIP 21002

Infrastructure Capital Improvement Plan F2024-2028

40372	2027	010	Lee Belle Johnson Facility Improvements	Facilities - Administrative Facilities	0	0	0	0	0	0	0	0	No
36768	2028	001	Vista Memorial Gardens Cemetery	Facilities - Administrative Facilities	0	0	0	0	0	140,000	140,000	140,000	Yes
38573	2028	002	Sierra Vista Street Improvements	Transportation - Highways/Roads/Bridges	0	0	0	0	0	95,000	95,000	95,000	No
40373	2028	003	Water Wastewater Administrative Building	Facilities - Administrative Facilities	0	0	0	0	0	1,500,000	1,500,000	1,500,000	No
38607	2028	004	Water Well #2 Improvements	Water - Water Supply	0	0	0	0	0	750,000	750,000	750,000	No
38609	2028	005	Waterline Extension for Village of Williamsburg	Water - Water Supply	0	0	0	0	0	250,000	250,000	250,000	No
38584	2028	006	Fleet Service Forklift	Equipment - Other	0	0	0	0	0	20,000	20,000	20,000	No
38586	2028	007	Fleet Service Vehicle Equipment Hauling Trailer	Equipment - Other	0	0	0	0	0	18,000	18,000	18,000	No
38585	2028	008	Fleet Service Equipment Lift	Equipment - Other	0	0	0	0	0	28,000	28,000	28,000	No
40374	2028	009	J.A. Hodges Municipal Swimming Pool Improvements	Facilities - Other	0	0	0	0	0	250,000	250,000	250,000	No
38580	2028	010	Animal Shelter Building Improvements	Facilities - Administrative Facilities	0	0	0	0	0	240,000	240,000	240,000	No
40375	2028	011	Geronimo Springs Museum Improvements	Facilities - Museums	0	0	0	0	0	60,000	60,000	60,000	No
40376	2028	012	City Hall Facility Improvements	Facilities - Administrative Facilities	0	0	0	0	0	35,000	35,000	35,000	No
40377	2028	013	Rio Grande Vehicular Bridge Crossing and Utilities	Transportation - Highways/Roads/Bridges	0	0	0	0	0	4,400,575	4,400,575	4,400,575	No
40378	2028	014	Rio Grande Footbridge Crossing	Transportation - Bike/Pedestrian/Equestrian	0	0	0	0	0	1,250,000	1,250,000	1,250,000	No

Number of projects: 61

Monday, August 22, 2022

Truth or Consequences/ICIP 21002

[illegible]

Monday, August 22, 2022

Truth or Consequences/ICIP 21002

City of Truth or Consequences

ICIP

(Infrastructure Capital Improvement Plan)

What is Infrastructure?

- * Infrastructure refers to the fundamental facilities and systems serving a country, city, or area, including the services and facilities necessary for its economy to function and can be defined as "the physical components of interrelated systems providing commodities and services essential to enable, sustain, or enhance societal living conditions."



What is the ICIP?

- * The local Infrastructure Capital Improvement Plan (ICIP) is a plan that establishes planning priorities for anticipated capital projects.
- * Covers a five year period, 2025-2029
- * Developed, updated and submitted annually to LGD.
- * Includes policy direction, funding time frame, estimated costs, justifications, and details of each infrastructure capital improvement project proposed.
- * ICIP is NOT a Funding Source or a Funding Application

Purpose of the ICIP

- *The ICIP is a tool to showcase priority projects
- *Focus on critical need projects
- *Encourage planning
- *Funding agencies utilize the ICIP, some require it
- *Governor's office uses the ICIP when vetting projects

ICIP Project Requirements

- * Project should create a new fixed asset or enhance an existing fixed asset.
- * Have a life expectancy of at least 10 years
- * Be ready to proceed - not a wish list
- * Have good cost estimates
- * Be over \$10,0000
- * Identify funding resources
- * Regionalize
- * Input and submit all project information by August 18, 2023

Developing the Local Infrastructure Capital Improvement Plan

ID Projects (New & Current Assets) Obtain Costs

- a. Collaborate with all departments
- b. Estimate Cost
- c. Include operating and maintenance expenses

Prioritize - Critical Criteria

- a. Public Health and Safety
- b. Legal liability
- c. Timeline
- d. Emergency
- e. Compliance

Identify Available Funding Sources

- * Legislative Capital Outlay - State Appropriations
- * Community Development Block Grant (CDBG)
- * USDA Rural Development
- * New Mexico Finance Authority
 - * Water Trust Board
 - * Colonias Infrastructure Fund
 - * Drinking Water and Clean Water Revolving Loan Funds
- * Aging and Long-Term Services
- * NMDOT - Streets and Airport
- * Bureau of Reclamation - WaterSMART Water and Energy Efficiency Grants
- * NM Tourism
- * Local Funds

2025-2029 Projects Selection Process

- * Review Current ICIP List and update current projects fully or partially funded
- * Review Department Capital Outlay Lists and update changes and priorities
- * Review Current ICIP List and identify “hard to fund” projects
- * Review Current List for large projects that can be phased
- * Identify top 3-5 priority projects for Capital Outlay requests



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.10

SUBJECT: Discussion/Action: Sale of 1999 Cavco Mobile Home

DEPARTMENT: Community Development

DATE SUBMITTED: June 8, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

1999 Cavco Mobile Home located at the T or C Municipal Airport needs to be removed for future upgrades and expansions of airport fuel station and apron. Mobile Home has been advertised in local newspaper, social media and flyers in various City Departments. Offers to purchase were accepted until 5/31/23 and options to amend offers with best and final offers were accepted until 6/6/23. Staff would like to accept the highest offer of \$3,500.00 and proceed with sale and removal of mobile home.

Recommendation:

Accept high offer and sell mobile home located at the Airport

Attachments:

- Sale Ad
- Newspaper clipping
- Social Media Post
-

Fiscal Impact (Finance): Choose an item.

[Click here to enter text.](#)

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

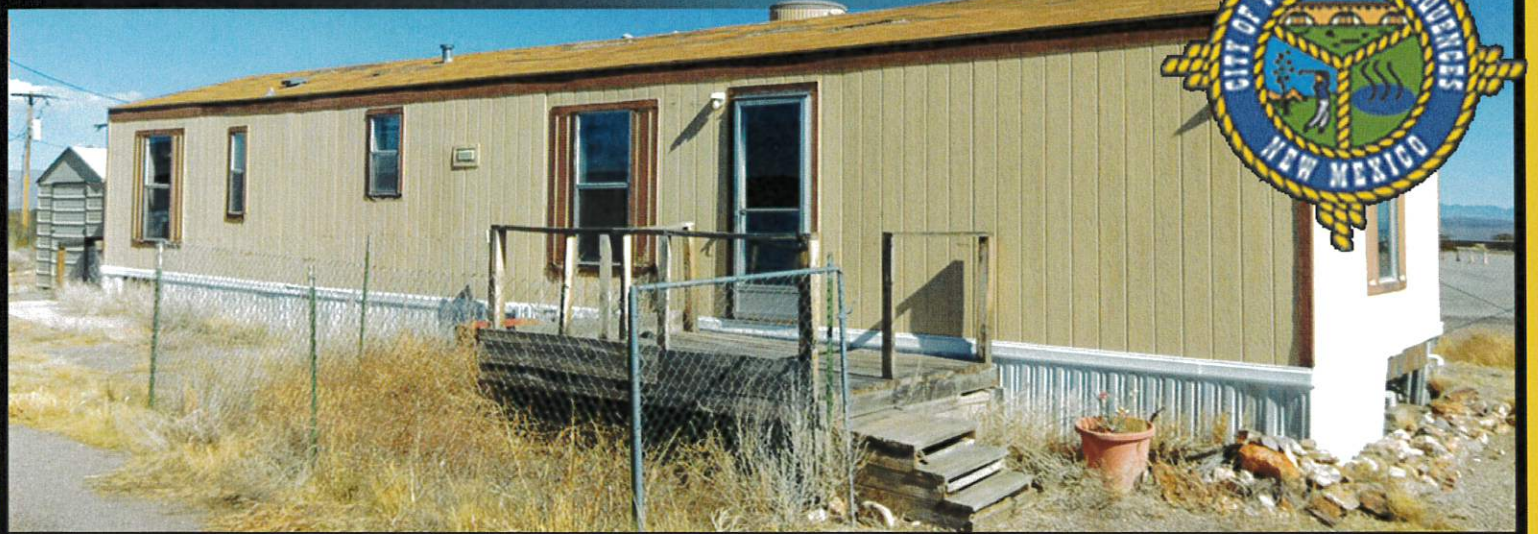
Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-14-2023

1999 CAYCO MOBILE HOME



The City of T or C is accepting offers for the purchase of a 1999 Cavco Mobile Home – 2 bedroom/2 bath. Mobile Home must be removed from the T or C Municipal Airport property. Mobile Home has a clear title and free of all liens and encumbrances. (Due to the age of the MH it is not eligible for placement on any lot within the City of T or C City Limits).

Interested parties can contact Traci at 575-952-0565 to arrange a time to view the Mobile Home. Offers to purchase can be addressed to the Planning and Zoning Department Attn. Traci Alvarez 505 Sims Street T or C, NM 87901 or delivered in person to the P & Z Department at 401 McAdoo Street.

Deadline to submit offers is 5pm on May 31st 2023.

Opinion

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Get The News First @ GPKMedia.com

Dan Mason
Cell: 575-297-9533
Home: 575-894-0021
mailto:dmason@gmail.com

TurtleBack Pest Control
N.M. License # 68726
575-894-7513
P.O. Box 923, T-or-C, NM 87901



1999 CAVCO MOBILE HOME

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OUTSTANDING!

9+ acre parcel with outstanding visibility! At the corner of HWY 181 and Warm Springs Blvd. On the east side of the road. Great for a gas station, truck stop, or other commercial use. The property is currently zoned for commercial use. The seller is looking for a quick sale. Call Earl 505-350-1155 for more info.

CUTE AND COZY!

Cute 3-bdrm 2-bath home in desirable NW Heights of Truth or Consequences. Tile and wood floors, floating kitchen in the rear with loads of cabinets, extra room off kitchen for office or workshop, extra room off garage for workshop, laundry room, etc. plus a small guest room, yard, excellent access to hospital, shopping, schools, 1-25, bet mineral泉, the lake and golf course! Possible owner financing available. Take a look! Call Earl 505-350-1155, text or email.

A LANDMARK!

Metal 1440 sq ft foot print and an additional 800 sq ft office space up stairs complete with a 3-bdrm 2-bath in main level, reception area and sales room, inventory room and material room also on main level. 1400 sq ft lot with a 12x10 well-paved lot. Perfect, highly visible corner lot. GREAT location! Clean, shaggy, ready for your business! Great for show room, warehouse, manufacturing, automotive, retail, etc. Call Earl 505-350-1155, text or email.

INCREDIBLE VIEWS!

Beautiful 14 acre tract with incredible views! Elephant Butte Lake, San Mateo Mtn, Candelaria Mtn, Black Range, the San Andres mtns and the famous Jornado del Muerto valley can all be seen from this lot. Minutes from Elephant Butte. Paved road to property. Flat and ready for your home! Take a look! Call Earl 505-350-1155, text or email.

- FINANCIAL FOCUS -
Financial Moves For Military Families

Krystle Wear

Military families face many challenges — one of which is the need to build and manage their financial resources. If you are connected to the military either as an active member or as part of a family, what are some of the issues you face? And what opportunities are available to you?

To begin with, when trying to save and invest for retirement, military families encounter two main difficulties. First, many military service members don't remain in the armed forces long enough to earn a pension. And second, because military families move around so much, military spouses often don't stay at a job long enough to become eligible to receive employer contributions to retirement plans or to become vested in these plans.

However, military spouses who couldn't fully participate in employer-sponsored retirement plans in the past now have a new opportunity. As part of 2022 legislation known as SECURE 2.0, small employers — defined as having 100 or fewer employees earning at least \$5,000 in annual compensation — can receive a tax credit of up to \$500 for three years if they make military spouses eligible for a defined contribution plan, such as a 401(k), 403(b), SEP IRA and SIMPLE IRA. The credit is available for the year in which the military spouse is hired, plus the two following taxable years.

Spouses' contributions to retirement plans can certainly be one part of the retirement income picture for military families. But military members may also want to contribute to the Thrift Savings Plan, which functions much like 401(k) plans in the private sector. Specifically, if you're in the military, you can make pre-tax contributions, or after-tax (Roth) contributions, or both. By visiting the Thrift Savings Plan's website at www.tsp.gov, you can learn about investing in the plan, and you can find tips on various life events, such as buying a house.

Another savings opportunity is available for military personnel who have served in designated combat zones. If you're eligible, you can deposit up to \$10,000 and receive a 10% interest rate — an amount far above the rates typically paid by traditional savings accounts and even high-yield savings accounts. You can learn more about this program at www.dfas.mil/MilitaryMembers/sdp/.

And you may also be able to gain valuable financial benefits for education through the Post-9/11 GI Bill. Even if you're a veteran who doesn't plan to go back to school, you may be able to transfer the GI Bill's benefits to your spouse or child. To find out more about this program, go to www.va.gov and hit the "apply for education benefits" link.

Finally, health insurance is another financial issue that military personnel and their families need to consider. If you're still on active duty, you have to enroll in TRICARE, and if you're veteran, you are likely still eligible for TRICARE coverage, along with your VA benefits. But there are different TRICARE options available, so you'll want to find the plan that's right for your needs. To familiarize yourself with what's available, visit www.tricare.mil.

By making the right financial moves, military families like yours can go a long way toward achieving the dignity and security you deserve. Make sure you're exploring all your opportunities. Taking an unexpected retirement can certainly be challenging — but the more prepared you are, the better your outcomes are likely to be.

[This article was written by Edward Jones and provided by Krystle Wear, your local Edward Jones Financial Advisor, 405 North Date St. T-or-C, NM, 575-894-9054.] Edward Jones, Member SIPC

Dear Boss

It's hard to believe its graduation time for the class of 2023. Its the most exciting of times. A turning of the page, the starting of a

new chapter and the beginning of adulthood.

One of the special graduates this year in our lives was once a punk kid who could never quite master a natural smile. Somehow after this week's issue he will be done with school, but will continue working and later this year head off to trade school. It really seems as though he has it together probably more than most twice his age. Reflecting back on his schooling, and the other graduates in our lives for the past few years it's caused me to do some soul searching. We ask young people all the time if they know what they want to be when they grow up, as though they have all the answers. As though they are going to spit out words and then hold on to them, pursue them and live them out with mastery in a magical fairytale. How many of you grew up to be and do exactly what you wanted to be and do when you were younger? I know of one person and I've always said how dreamy it was.

When we're young we think we have it all figured out. For a moment at graduation, whether moving on to college or trade school or other paths, excitement and fear meet and nothing can stop us. Then, seemingly in the blink of an eye, reality sets in. Responsibility requires us to pay bills and meet schedules with no one there to help make sure we follow through. Adulthood

abruptly smacks us in the face and begins shaping our lives.

To the class of 2023, may this molding lead each of you to a lifetime of dreams come true. May you have a paved pathway on your journey through life with someone by your side that will be there to hold your hand and lift you up anytime you come upon a rock on the road. May the years you have already been given provide a foundation to build the life you want. To each of you, and especially to Shane and Brooklyn, we wish you nothing but the best and to never forget where home is!

Another "mass shooting" in our state has eyes on firearms, while mental health has once again been missed as the real culprit. One cannot argue that someone in a proper state of mind, with a healthy support system, would ever arm themselves and go shooting people across several neighborhoods. These incidents prompt many, typically non-gun owners, into going out and arming themselves, as they don't want to become a victim of such senseless crimes.

I hope and pray, the next 30-day legislative session will focus on mental health concerns instead of attacking our second amendment rights. However, I'd be willing to put \$100 on a bet that the health crisis won't get as much attention as guns. Someone in their right mind, in position of power, has got to see that we need to help those suffering from depression, who are unstable and in dire need of support. We need more doctors and counselors and programs to help, not more gun rules.

I know there are those out there reading this and likely thinking, the shootings wouldn't happen if guns weren't accessible. Please recognize that someone who wants to do harm will use any tool they can get their hands on, whether it be a kitchen knife, a vehicle, or anything else at hand. The root of the issue here is what is causing people to want to hurt others, regardless of the weapon they choose.

It is evident this 18-year old, along with other recent "shooters" across the nation, were in school through the COVID restrictions and shut-downs, before arming themselves. We all know how tough 2020-2022 were on us all and children were not exempt from those struggles. I pray for mental health awareness to become a top priority and something we can all talk about.

SIERRA COUNTY SENTINEL

A subsidiary of GPK Media, LLC • A New Mexico Corporation •
May 19, 2023 • Volume 56, Number 3805

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Published each week on Friday by GPK Media LLC, dba Sierra County Sentinel (USPS 496-540), 217 E. Third Ave., Truth or Consequences, New Mexico 87901. Circulation of the Sierra County Sentinel exceeds 4,000 printed copies weekly, with an additional 600+ e-copies daily.

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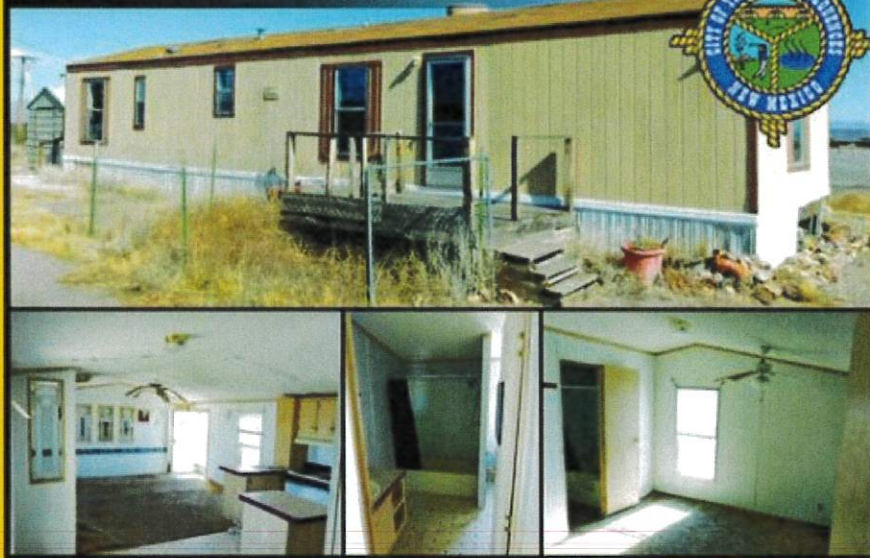
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1999 CAVCO MOBILE HOME



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Deadline to submit offers is 5pm on May 31st 2023.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.11

SUBJECT: Discussion/Action: Recommendation of Award, Truth or Consequences Morgan Booster & Austin St. Project

DEPARTMENT: Community Development

DATE SUBMITTED: June 8, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Refer to attached recommendation of award letter by Wilson and Co.

Recommendation:

Accept Engineer recommendation of award

Attachments:

- Recommendation of Award
-

Fiscal Impact (Finance): Yes

[Click here to enter text.](#)

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 6-14-2023

June 7, 2023

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Re: Recommendation of Award, Truth or Consequences Morgan Booster & Austin St. Project

Bids were received at the City of Truth or Consequences Finance Department located at 505 Sims Street, Truth or Consequences, NM, on Tuesday, May 23, 2023, until 10:30 am MST local time. At 11:00 am MST, May 23, 2023, the bids will be moved to the Commission Chambers at 405 W 3rd Street, Truth or Consequences, NM to be publicly opened and read. The following bids were received and are presented in the order in which they were opened:

No.	Company	Base Bid (excl. NMGRT)	Additive Alternate #1 (excl. NMGRT)	Combined Base Bid + Add. Alt. #1 (excl. NMGRT)	Additive Alternate #2 (excl. NMGRT)	Combined Base Bid + Add. Alt. #1 & #2 (excl. NMGRT)	Additive Alternate #3 (excl. NMGRT)	Combined Base Bid + Add. Alt. #1 & #2 & #3 (excl. NMGRT)
1	SMITHCO CONSTRUCTION INC.	\$189,500.00	\$184,000.00	\$373,500.00	\$129,000.00	\$502,500.00	\$326,144.00	\$828,644.00

A complete tabulation of bid is attached. The evaluation of the bid is based on the Base Bid+ Additive 1+ Additive 2 + Additive 2 and was within 10% of the engineer's estimate. One bid was received from Smithco Construction Inc, the low bidder was Smithco Construction Inc.

Wilson and Company have reviewed the bid for the following information:

- The Bid Proposal was signed by an individual duly authorized to bind the company.
- Smithco Construction Inc acknowledged receipt of all addenda.
- Smithco Construction Inc is a licensed contractor in the State of New Mexico in good standing.
- The appropriate license classifications are contingent upon the License Determination Request submitted to CID.

Included with the signed Bid Proposal form, Smithco Construction, Inc. submitted the following:

- Required Bid Security
- List Of Proposed Subcontractors
- List of Proposed Suppliers (None)
- Evidence of authority to do business in the state of the Project
- Contractor's license number
- Required Bidder Qualification Statement with supporting data.
- Certification of Equal Employment Opportunity Compliance
- Affidavit of Non-Collusion

- Resident/ Veteran Preference Certification Form
- Bid Bond
- Power of Attorney

Based on the information provided and the available funding, the lowest responsible bidder is Smithco Construction, Inc. We, therefore, recommend the construction contract for the Truth or Consequences Morgan Booster & Austin St. Project, Base Bid + Additive 1 + Additive 2, be awarded to Smithco Construction, Inc for a total contract award amount of \$502,500.00, excluding NMGR, with a the NMGR of \$42,713.00, for a total contract amount of \$545,213.00, w/ NMGR. We recommend verifying the obligated funding amounts with the Water Trust Board (WTB) prior to awarding any portion of the project.

Sincerely,



Mark A. Nasi, PE

Sr. Water/Wastewater Project Manager
Wilson & Company, Inc., Engineers & Architects

Enclosures:

Project Bid Tabulation
Required Bid Documents Checklist
Sign-in Sheet

WILSON & COMPANY

T or C Morgan Booster & Austin St.
Project Cost Estimate
Truth or Consequences, New Mexico

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE
Base Bid-Allowances and Miscellaneous						
1	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	Traffic Control	LS	1	\$ 13,262.56	\$ 13,262.56	\$ 1,000.00
3	Construction Staking, CIP.	LS	1	\$ 5,669.28	\$ 5,669.28	\$ 1,000.00
4	Pot Holling	Allow	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
5	Material Testing Allowance	Allow	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Base Bid-Morgan Booster Station						
6	Remove and Salvage of Existing Pump and Motor from Manifold (incl. removal of booster outlet pipe, booster inlet pipe, electrical components controls, all labor, materials and appurtenances not separately listed on Bid Form), CIP	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00
7	Furnish and Install Booster Pump and Motor into Existing Manifold (incl. variable frequency drives, booster inlet pipe, booster outlet pipe, all labor, materials, controls, pump mounting platform, and appurtenances not separately listed on Bid Form for a fully functioning system), CIP	EA	1	\$ 87,982.00	\$ 87,982.00	\$ 105,000.00
8	Connect to Existing Control Power Panel for New Pumps & Motor (incl. all labor, materials, connections to existing electrical supply, including a provided enclosed motor circuit protector NEMA 1 enclosure set magnetic trip to 600% (6x) typ and appurtenances not separately listed on Bid Form for a fully functioning system), CIP	LS	1	\$ 18,003.00	\$ 18,003.00	\$ 25,000.00
9	Remove and Replace 8-in Check Valve on Existing Pump Skid Manifold (incl. all labor, materials and appurtenances not separately listed on Bid Form), CIP	LS	1	\$ 3,450.00	\$ 3,450.00	\$ 3,000.00
10	Remove and Replace 8-in Butterfly Valve on Existing Pump Skid Manifold (incl. all labor, materials and appurtenances not separately listed on Bid Form), CIP	EA	2	\$ 1,650.00	\$ 3,300.00	\$ 2,500.00
11	Remove 8" x 4" steel tee and replace with 8" welded steel solid pipe. Removal and disposal of control valve, valves, and piping of the booster pump control system.	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00
Total Base Bid EXCL NMGR					\$ 173,666.84	
NMGR for TorC at 8.5%					\$ 14,761.68	
Total Construction Cost Base Bid					\$ 188,428.52	
Additive Alternate 1-Allowances and Miscellaneous						
1	Mobilization	LS	1	\$ 39,457.40	\$ 39,457.40	\$ 1,500.00
Additive Alternative 1 Cielo Vista Booster Station						
24	Remove and Salvage of Existing Duplex Pump System (incl. removal of booster outlet pipe, booster inlet pipe, electrical components specified, all labor, materials and appurtenances not separately listed on Bid Form), CIP	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00
25	Booster Skid Reinforced Concrete Slab (incl. skid anchor bolts, subgrade excavation, subgrade compaction, pipe penetrations, backfill, all materials, labor and appurtenances not separately listed), CIP	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00
26	Furnish and Install Fiberglass Enclosure (incl. mounting brackets, HVAC, all materials, labor and appurtenances not separately listed), CIP	LS	1	\$ 17,500.00	\$ 17,500.00	\$ 10,000.00
27	Furnish and Install Premanufactured Booster Skid Unit (incl. pressure tank, booster inlet pipe, booster outlet pipe, all labor, materials, controls, connections to existing system plumbing, electrical, connection to SCADA and appurtenances not separately listed on Bid Form for a fully functioning system), CIP	LS	1	\$ 70,740.00	\$ 70,740.00	\$ 115,000.00
28	Complete all Electrical Connections (incl. all labor, materials, controls, connections to existing electrical mainline and appurtenances not separately listed on Bid Form for a fully functioning system), CIP	LS	1	\$ 8,134.00	\$ 8,134.00	\$ 15,000.00
	Provide Runass pumping for the removal and installation of the booster					

Additive Alternate 2-Allowances and Miscellaneous									
1	Mobilization	LS	1	\$	39,457.40	\$	39,457.40	\$	500.00
Additive Alternative 2 Morgan Booster Station									
32	Remove and Salvage of Existing Pump and Motor from Manifold (incl. removal of booster outlet pipe, booster inlet pipe, electrical components controls, all labor, materials and appurtenances not separately listed on Bid Form), CIP	EA	1	\$	2,500.00	\$	2,500.00	\$	9,500.00
33	Furnish and Install Booster Pump and Motor into Existing Manifold (incl. variable frequency drives, booster inlet pipe, booster outlet pipe, all labor, materials, controls, pump mounting platform, and appurtenances not separately listed on Bid Form for a fully functioning system), CIP	EA	1	\$	87,982.00	\$	87,982.00	\$	90,000.00
34	Connect to Existing Control Power Panel for New Pumps & Motor (incl. all labor, materials, connections to existing electrical supply, including a provided enclosed motor circuit protector NEMA 1 enclosure set magnetic trip to 600% (6x) typ and appurtenances not separately listed on Bid Form for a fully functioning system), CIP	LS	1	\$	18,320.00	\$	18,320.00	\$	18,000.00
35	Remove and Replace 8-in Check Valve on Existing Pump Skid Manifold (incl. all labor, materials and appurtenances not separately listed on Bid Form), CIP	LS	1	\$	3,450.00	\$	3,450.00	\$	3,000.00
36	Remove and Replace 8-in Butterfly Valve on Existing Pump Skid Manifold (incl. all labor, materials and appurtenances not separately listed on Bid Form), CIP	EA	2	\$	1,650.00	\$	3,300.00	\$	2,500.00
37	Remove 8" x 4" steel tee and replace with 8" welded steel solid pipe. Removal and disposal of control valve, valves, and piping of the booster pump control system.	LS	1	\$	8,000.00	\$	8,000.00	\$	3,000.00
Total Base Bid EXCL NMGR						\$	173,666.84		
Total Additive Alternate 1 EXCL NMGR						\$	197,831.40		
Total Additive Alternate 2 EXCL NMGR						\$	163,009.40		
NMGR for TorC at 8.5%						\$	45,433.15		
Total Construction Cost NMGR + Base Bid + Additive Alternate 1 + Additive Alternate 2						\$	579,940.79		
Additive Alternate 3-Allowances and Miscellaneous									
1	Mobilization	LS	1	\$	14,457.40	\$	14,457.40	\$	19,000.00
Additive Alternative 3 Austin St Waterline									
12	Furnish and Install 8-inch C900 Waterline by Open Trenching, (including all material, labor, potholing, excavation, bedding, removal of waste excavation, import backfill, joint restraints, tracer wire, backfilling, compaction, disinfection, site restoration and all related appurtenances not separately listed on the bid form), CIP	LF	420	\$	90.00	\$	37,800.00	\$	240.00
13	Locate and Connect to Existing Waterline, (incl. all materials, labor, fittings used for connection, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA	2	\$	1,750.00	\$	3,500.00	\$	10,000.00
14	Furnish and Install 8-inch Gate Valve in Cast Iron Valve Box, (including all labor, materials and related appurtenances not separately listed on Bid Form), CIP	EA	2	\$	2,800.00	\$	5,600.00	\$	5,000.00
15	Remove and Replace Meter Assemblies	EA	7	\$	2,706.00	\$	18,942.00	\$	2,500.00
16	Furnish and Install 3/4-in Copper Water Service Lines by Open Trenching, (including potholing, trenching, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration), including new meter box lid and meter, CIP	EA	7	\$	1,500.00	\$	10,500.00	\$	2,200.00
17	Dewatering of Trench, CIP	LF	450	\$	70.00	\$	31,500.00	\$	50.00
18	Asphalt Roadway, Remove, Dispose and Replace with SP III, 3" Thick for Residential Streets, include Subgrade Prep, CIP	SY	600	\$	75.00	\$	45,000.00	\$	100.00
19	Excavate and Dispose of Unsuitable Material, CIP	CY	1200	\$	25.00	\$	30,000.00	\$	15.00
20	Import of Engineered Fill	CY	1200	\$	15.00	\$	18,000.00	\$	30.00
21	Geogrid Base Roadway Reinforcement	SY	600	\$	6.00	\$	3,600.00	\$	7.00
22	Remove and replace Curb and Gutter @ Services, CIP	LF	28	\$	40.00	\$	1,120.00	\$	35.00
23	Remove and replace Sidewalk @ Services, CIP	SY	20	\$	125.00	\$	2,450.00	\$	90.00
Total Base Bid EXCL NMGR						\$	173,666.84		
Total Additive Alternate 1 EXCL NMGR						\$	197,831.40		

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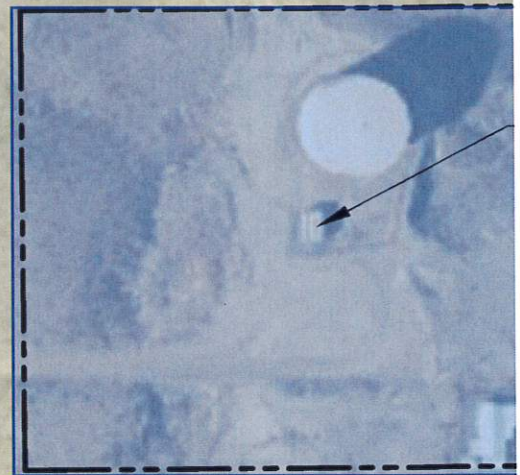
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BASE BID-MORG
BOOSTER STATION
ALT #1
ALT #2





PROJECT NAME: Morgan Booster & Austin St

BID OPENING DATE & TIME: May 23, 2023 - 11:00 AM

No.	Bidders Name	Addendum Received #1. - #2	Bid Se
			Yes
1	SMITHCO CONSTRUCTION INC.	YES	X
2			
3			
4			
5			
6			
7			
8			
9			
10			

CITY OF TRUTH OR CONSEQUENCES:
MORGAN BOOSTER & AUSTIN ST
May 23, 2023 @ 11:00 AM
BID OPENING
ATTENDANCE SHEET
(PLEASE PRINT CLEARLY, FOR THE RECORD)

NAME	REPRESENTING	EMAIL ADDRESS
1. Mark Nasir	Wilson Company	mark.nasir@wilsonco.com
2. David Murry	Smithco Construction	gmurrid@smithco-cc
3. Angie Gonzales	TorC	agonzales@torcnm.org
4. Traci Alvarez	TorC	talvarez@torcnm.org
5. Mindee Holguin	TorC	mindee.procurement@torcnm.org
6. ARNIE CASTANEDA	TorC Water	acastaneda@torcnm.org
7.		
8.		
9.		
10.		



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.12

SUBJECT: Discussion/Action: Recommendation of Award, Truth or Consequences Drinking Water Systems Improvement Project

DEPARTMENT: Community Development

DATE SUBMITTED: June 8, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Refer to attached recommendation of award letter by Wilson and Co.

Recommendation:

Accept Engineer recommendation of award

Attachments:

- Recommendation of Award
-

Fiscal Impact (Finance): Yes

[Click here to enter text.](#)

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 6-14-2023

June 7, 2023

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Re: Recommendation of Award, Truth or Consequences Drinking Water Systems Improvement Project

Bids were received at the City of Truth or Consequences Finance Department located at 505 Sims Street, Truth or Consequences, NM, on Tuesday, May 23, 2023, until 10:30 am MST local time. At 11:30 am MST, May 23, 2023, the bids will be moved to the Commission Chambers at 405 W 3rd Street, Truth or Consequences, NM to be publicly opened and read. The following bids were received and are presented in the order in which they were opened:

No.	Company	Base Bid (excl. NMGR)	Additive Alternate #1 (excl. NMGR)	Combined Base Bid + Add. Alt. #1 (excl. NMGR)	Additive Alternate #2 (excl. NMGR)	Combined Base Bid + Add. Alt. #1 & #2 (excl. NMGR)
1	SMITHCO CONSTRUCTION INC.	\$1,025,315.00	\$581,680.00	\$1,606,995.00	\$275,635.00	\$1,882,630.00
2	SPARTAN CONSTRUCTION OF NM, LLC	\$980,772.00	\$656,785.00	\$1,637,557.00	\$325,273.00	\$1,962,830.00
3	FILE CONSTRUCTION LLC.	\$1,000,396.00	\$672,961.10	\$1,673,357.10	\$310,224.30	\$1,983,581.40

A complete tabulation of bids is attached. The evaluation of the bid is based on the Base Bid. Three bids were received from Smithco Construction Inc, Spartan Construction of NM, LLC., and File Construction LLC. The low bidder was Smithco Construction Inc based on the Base Bid + additive Alternate 1 and the Base Bid + Additive Alternate 2.

Wilson and company performed an evaluation to meet the available funding, a reduced scope of base bid + Additive 1 including only the following road and sheets 2nd Avenue CU-210, CU-211 of Additive Alternate 1.

Wilson and Company Inc. submitted on June 6, 2023, the confirmation of bid with revised Additive Alternate 1 to Smithco Construction Inc for their review and approval. After modifications Smithco Construction Inc. was the responsible low bidder with a base bid + reduced Additive Alternate 1 of \$1,238,595.00 (excl. NMGR)

The bid amounts were modified as follows:

No.	Company	Base Bid (excl. NMGR)	Reduced Additive Alternate #1 (excl. NMGR)	Combined Base Bid + Add. Alt. #1 (excl. NMGR)
1	SMITHCO CONSTRUCTION INC.	\$1,025,315.00	\$213,280.00	\$1,238,595.00

Wilson and Company have reviewed the bid for the following information:

- The Bid Proposal was signed by an individual duly authorized to bind the company.
- Smithco Construction Inc acknowledged receipt of all addenda.
- Smithco Construction Inc is a licensed contractor in the State of New Mexico in good standing.
- The appropriate license classifications are contingent upon the License Determination Request submitted to CID.

Included with the signed Bid Proposal form, Smithco Construction, Inc. submitted the following:

- Required Bid Security
- List Of Proposed Subcontractors (None)
- List of Proposed Suppliers
- Evidence of authority to do business in the state of the Project
- Contractor's license number
- Required Bidder Qualification Statement with supporting data.
- Certification of Equal Employment Opportunity Compliance
- Affidavit of Non-Collusion
- Resident/ Veteran Preference Certification Form
- Bid Bond
- XP-211 Certifications Regarding Contract under Equal Opportunity Clause
- Power of Attorney
- XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation
- XP-315 Davis Bacon Certification
- 5700-49 Certification Regarding Disbarment, Suspension & Other Responsibility Matters
- AIS DWSRF 314 Form that certifies all American Iron and Steel is used

Based on the information provided, the lowest responsive, responsible bidder is Smithco Construction, Inc. We, therefore, recommend the construction contract for the Truth or Consequences Drinking Water Systems Improvement Project, Base Bid + Reduced Additive Alternate 1, be awarded to Smithco Construction, Inc for a total contract award amount of \$1,238,595.00, excluding NMGR with a the NMGR of \$105,280.58, for a total contract amount of \$1,343,875.58, w/ NMGR. We recommend verifying the obligated funding amounts with the Drinking Water Systems Improvement Project (DWSRF) and Colonias prior to awarding any portion of the project.

Sincerely,



Mark A. Nasi, PE

Sr. Water/Wastewater Project Manager
Wilson & Company, Inc., Engineers & Architects

Enclosures:

Confirmation of bid letter
Project Bid Tabulation
Required Bid Documents Checklist
Sign-in Sheet

CITY OF TRUTH OR CONSEQUENCES:
DWSRF WATER SYSTEM IMPROVEMENTS
May 23, 2023 @ 11:30 AM
BID OPENING MEETING
ATTENDANCE SHEET
(PLEASE PRINT CLEARLY, FOR THE RECORD)

**WILSON
& COMPANY**

NAME	REPRESENTING	EMAIL ADDRESS	PHONE
1. Mark Nasc	Wilson & Company	mark.nasc@wilsonco.com	505-379-5406
2. Traci Alvarez	TorC	talvarez@torcnm.org	575-894-6673
3. Mindee Hulgoin	TorC	procurement@torcnm.org	575-952-0490
4. Angie Gonzales	TorC	aggonzales@torcnm.org	
5. Guard Muncy	SmithCo	guard@smithco.cc	575-894-6161
6. Phillip Lopez	File Const.	PHILLIPL@FCO.NM.COM	505-331-0751
7. Robert Garcia	SPARTAN CONST	ROBERT@SPARTAN-CONST.COM	(95) 766-6171
8.			
9.			
10.			

BID OPENING CHECKLIST FORM



PROJECT NAME: DWSRF Water System Improvements
BID OPENING DATE & TIME: May 21, 2023, 11:28 AM

No.	Bidders Name	Receipt of Addendums #1-43	Bid Security		List of Proposed Subcontractors		List of Proposed Suppliers		Evidence of authority to do business in the state of the Project		Contractor's license number		Required Bidder Qualification Statement with supporting data		Certification of Equal Employment Opportunity Compliance		Affidavit of Non-Collusion		Resident/Veteran Preference Certification Form		Bid Bond		XP-211 Certifications Regarding Contract under Equal Opportunity Clause		Power of Attorney		XP-215 MIF/NIG/JGJAA Utilization Form along with proof of solicitation		XP-313 Davis Bacon Certification		5700-49 Certification Regarding Disbarment, Suspension & Other Responsibility Matters		AIS DWSRF 314 Form that certifies all American Iron and Steel is used		TOTAL BAGER BIDDING INCLUDING WEIGHT		BALL BID - A&J - W&C/AT	BALL BID - J - W&C/AT
			Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	AMOUNT	AMOUNT	AMOUNT	
1	SMITHCO CONSTRUCTION INC.	Yes	X		X		X		X		X		X		X		X		X		X		X		X		X		X		X		X		\$1,112,488.78	\$1,141,549.58	\$2,042,403.03	
2	SPARTAN CONSTRUCTION OF NM, LLC	Yes	X		X		X		X		X		X		X		X		X		X		X		X		X		X		X		X		\$1,064,131.62	\$493,643.77	\$1,829,470.08	
3	FILE CONSTRUCTION LLC.	Yes	X		X		X		X		X		X		X		X		X		X		X		X		X		X		X		X		\$3,080,429.66	\$1,413,192.43	\$2,832,340.62	
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1. Form based on the language of B&B 800-344 & 345. The language provided to be included in 2021 Addendum 2 to B&B 800-344 & 345. B&B 800-344 & 345 is a part of the B&B 800-344.

PROJECT ENGINEER
Mark Nantz, PE
DATE: 05/22/2023



TORC DWSRF WATER SYSTEM IMPROVEMENTS
Project BID TAB
Truth or Consequences, New Mexico
03.29.23

SMITH CO

SPARTAN CONSTRUCTION OF NM, LLC

FILE CONSTRUCTION LLC.

Base Bid

Item No.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	CALCULATED COST	BID FORM COST	UNIT PRICE	CALCULATED COST	BID FORM COST	UNIT PRICE	CALCULATED COST	BID FORM COST
Allowances and Miscellaneous														
1	Material Testing Allowance	Allow	1	\$ 10,000.00	\$	10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$10,000.00
2	Pre and Post Construction Video Documentation	LS	1	\$ 2,200.00	\$	2,200.00	\$1,000.00	\$1,000.00	\$1,845.75	\$1,845.75	\$1,845.75	\$ 2,111.50	\$2,111.50	\$2,111.50
3	Traffic Control	LS	1	\$ 30,000.00	\$	30,000.00	\$25,000.00	\$25,000.00	\$12,500.00	\$12,500.00	\$12,500.00	\$11,978.40	\$11,978.40	\$11,978.40
4	Web/Electronic & Documentation	LS	1	\$ 150,000.00	\$	150,000.00	\$45,000.00	\$45,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$2,838.50	\$2,838.50	\$2,838.50
5	Construction Survey to include staking, layout and identifying project boundaries.	LS	1	\$ 22,000.00	\$	22,000.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$ 9,102.50	\$9,102.50	\$9,102.50
Waterline and Appurtenance Installation														
6	Furnish and Install 8-inch CPVC DR-18 Waterline (including all material, labor, trenching, bedding, removal of waste excavation, import backfill, fittings, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, site restoration and all related appurtenances not separately listed on the bid form). CIP	LF	3,544	\$ 86.00	\$	304,784.00	\$90.00	\$318,960.00	\$318,960.00	\$78.43	\$277,955.92	\$277,959.00	\$ 64.30	\$227,879.20
7	Furnish and Install 16-inch steel casing for R. Date St. crossing. Sheets CU-208, include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, and seals, bore and reworking of excavation, backfill, compaction, removal of waste excavation and site restoration). CIP	LF	93	\$ 700.00	\$	65,100.00	\$600.00	\$55,800.00	\$55,800.00	\$556.40	\$51,745.20	\$51,745.00	\$ 606.80	\$56,814.40
8	Furnish and Install 8-inch Gate Valve in Cast Iron Valve Box, including all labor, materials and related appurtenances not separately listed on Bid Form). CIP	EA	13	\$ 3,388.55	\$	44,051.15	\$4,000.00	\$52,000.00	\$52,000.00	\$3,276.55	\$42,834.15	\$42,834.00	\$ 3,087.90	\$40,143.70
9	Furnish and Install Three-Way Fire Hydrant Assembly, (including tee on mainline, all pipe from tee to hydrant, fittings, valves, gate valve, hydrant, restrained joints, drain rock, trenching, labor, backfill and site restoration). CIP	EA	4	\$ 8,800.00	\$	35,200.00	\$10,000.00	\$40,000.00	\$40,000.00	\$8,530.57	\$34,122.28	\$34,122.00	\$ 10,658.80	\$43,835.20
10	Remove Existing Three-Way Fire Hydrant Assembly, (including gate valve, hydrant, pipe from gate valve to hydrant, trenching, labor, backfill and site restoration). CIP	EA	3	\$ 1,900.00	\$	5,700.00	\$2,000.00	\$6,000.00	\$6,000.00	\$1,134.20	\$3,402.60	\$3,403.00	\$ 1,089.20	\$3,267.60
11	Furnish and Install 1-inch Single Body Corrosion Air Valve or Traffic Related Valve on new 8-inch waterline, (including all materials, labor, excavation, rock excavation, backfill and site restoration). CIP	EA	3	\$ 9,500.00	\$	28,500.00	\$12,000.00	\$36,000.00	\$36,000.00	\$8,958.37	\$26,878.11	\$26,878.00	\$ 13,312.70	\$39,838.10
12	Furnish and Install 1-inch Copper Water Service Lines by Open Trenching, (including trenching, bedding, removal of waste excavation, import backfill, fittings, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, site restoration and all related appurtenances not separately listed on the bid form). CIP	EA	16	\$ 2,150.00	\$	32,250.00	\$2,000.00	\$30,000.00	\$30,000.00	\$1,310.75	\$18,681.25	\$18,681.00	\$ 2,753.20	\$41,298.00
13	Furnish and Install 1-inch Copper Water Service Lines by Trenchless Installation (including trenching, trenchless installation, bedding, connection to existing water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration). CIP	EA	17	\$ 2,600.00	\$	47,800.00	\$3,000.00	\$51,000.00	\$51,000.00	\$3,039.60	\$51,873.20	\$51,873.00	\$ 2,886.80	\$49,106.20
14	Graveling for waterline, up to 4' diameter, (including all labor, materials, pumps, gravel bench stabilization, excavation, backfill and site restoration). CIP	LF	78	\$ 250.75	\$	19,558.25	\$300.00	\$39,000.00	\$39,000.00	\$307.62	\$23,994.36	\$23,995.00	\$ 482.80	\$36,096.40
Locate and Connect														
15	Locate and Connect to Existing 8-inch PVC Waterline per Detail C2 on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, trenching, excavation, backfill, site restoration and all necessary items not separately listed on the bid form). CIP	EA	1	\$ 7,000.00	\$	7,000.00	\$8,000.00	\$8,000.00	\$10,673.25	\$10,673.25	\$10,673.00	\$ 9,733.40	\$9,733.40	\$9,733.40
16	Locate and Connect to Existing 8-inch PVC Waterline per Detail G2 on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, trenching, excavation, backfill, site restoration and all necessary items not separately listed on the bid form). CIP	EA	3	\$ 7,167.55	\$	21,322.65	\$8,000.00	\$24,000.00	\$24,000.00	\$10,673.25	\$32,019.75	\$32,020.00	\$ 13,005.80	\$39,017.40
17	Locate and Connect to Existing 8-inch PVC Waterline per Detail G3 on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, trenching, excavation, backfill, site restoration and all necessary items not separately listed on the bid form). CIP	EA	1	\$ 10,544.32	\$	10,544.32	\$15,000.00	\$15,000.00	\$15,000.00	\$15,622.00	\$15,622.00	\$15,622.00	\$ 14,375.70	\$14,375.70
18	Locate and Connect to Existing 8-inch PVC Waterline per Detail A9 on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, trenching, excavation, backfill, site restoration and all necessary items not separately listed on the bid form). CIP	EA	2	\$ 16,000.00	\$	32,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$10,673.25	\$21,346.50	\$21,347.00	\$ 15,782.80	\$31,565.80
19	Locate and Connect to Existing 8-inch PVC Waterline per Detail C2 on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, trenching, excavation, backfill, site restoration and all necessary items not separately listed on the bid form). CIP	EA	2	\$ 7,170.60	\$	14,341.20	\$8,000.00	\$16,000.00	\$16,000.00	\$10,673.25	\$21,346.50	\$21,347.00	\$ 10,509.30	\$21,018.60
20	Locate, Cut and Cap Existing Water Line and abandon in place, (incl. all materials, labor, removal and disposal of pipe, trenching, excavation, backfill, site restoration and all necessary items not separately listed on the bid form). CIP	EA	1	\$ 4,200.00	\$	4,200.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,065.75	\$5,065.75	\$5,065.00	\$ 3,331.90	\$3,331.90
Site Improvements														
21	Remove and replace existing roadway with 3-inch HMAAC, 6-inch base course and 12-inch subgrade prep, maximum width of 4' if pavement shall be replaced (incl. removal and disposal to approved site of the existing asphalt and gravel, tack coat, asphalt and restoration of pavement markings to preconstruction configuration). CIP	SY	889	\$ 75.00	\$	66,675.00	\$65.00	\$57,785.00	\$57,785.00	\$80.76	\$71,813.42	\$71,818.00	\$ 91.70	\$81,521.30
22	Remove and Replace Curb and Gutter (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans). CIP	LF	9	\$ 90.00	\$	810.00	\$80.00	\$720.00	\$720.00	\$100.56	\$905.22	\$905.00	\$ 140.10	\$1,260.90
23	Remove and Replace Sidewalk, 5' width (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans). CIP	SF	330	\$ 28.00	\$	9,240.00	\$30.00	\$9,900.00	\$9,900.00	\$28.83	\$9,513.90	\$9,516.00	\$ 28.20	\$9,306.00
24	Remove and Replace Existing Concrete Swale, maximum width of 5' shall be replaced (incl. removal and disposal to an approved site of the existing concrete and restoration to preconstruction configuration). CIP	SF	135	\$ 42.01	\$	5,671.35	\$30.00	\$4,050.00	\$4,050.00	\$28.83	\$1,882.05	\$3,893.00	\$ 59.50	\$8,086.50
25	Remove and replace existing gravel driveway, width of 5' shall be replaced (incl. removal and disposal to an approved site of the existing gravel, material, and restoration to preconstruction configuration). CIP	SY	60	\$ 77.66	\$	4,659.60	\$30.00	\$1,800.00	\$1,800.00	\$26.90	\$1,794.00	\$1,794.00	\$ 97.30	\$5,638.00
SCADA														
26	Electromagnetic Flow Meter, warning Rings	EA	2	\$ 14,500.00	\$	29,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$14,150.76	\$28,301.50	\$28,302.00	\$ 22,448.40	\$44,996.80
27	New meter vault, 48" dia, manhole CIP	EA	2	\$ 15,000.00	\$	30,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$13,107.50	\$26,215.00	\$26,215.00	\$ 5,554.30	\$19,108.60
28	Wiring to New Water Tank Level Transmitter	EA	4	\$ 1,500.00	\$	6,000.00	\$1,500.00	\$6,000.00	\$6,000.00	\$1,478.60	\$5,909.40	\$5,909.00	\$ 1,472.40	\$5,889.60
29	Tank Level Transmitter, Transducer and Junction Box	EA	4	\$ 7,500.00	\$	30,000.00	\$6,000.00	\$24,000.00	\$24,000.00	\$7,966.25	\$31,865.00	\$31,865.00	\$ 7,404.50	\$29,015.60
30	Furnish and Install 8-inch CPVC DR-18 Waterline (including all material, labor, trenching, bedding, removal of waste excavation, import backfill, fittings, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, site restoration and all related appurtenances not separately listed on the bid form). CIP	LF	78	\$ 140.37	\$	10,948.86	\$300.00	\$23,400.00	\$23,400.00	\$111.65	\$8,706.70	\$8,706.00	\$ 151.90	\$11,848.20
Construction Subtotal						\$ 1,084,556.87	\$1,022,315.00	\$1,022,315.00	\$880,760.26	\$868,772.00	\$868,772.00	\$1,000,546.00	\$1,000,546.00	\$1,000,546.00
MAINT for Year 1 at 5.0%						\$2,187.33	\$47,151.76	\$47,151.76	\$83,264.62	\$83,264.62	\$83,264.62	\$83,033.66	\$83,033.66	\$83,033.66
Construction Total (Full Scope)						\$ 1,176,744.20	\$1,112,496.76	\$1,112,496.76	\$964,024.88	\$952,036.62	\$952,036.62	\$1,083,579.66	\$1,083,579.66	\$1,083,579.66

Additive Alternate 1														
Item No.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	CALCULATED COST	BID FORM COST	UNIT PRICE	CALCULATED COST	BID FORM COST	UNIT PRICE	CALCULATED COST	BID FORM COST
Additive Alternate 1 - Allowance and Miscellaneous														
31	Material Testing Allowance	Allow	1	\$ 10,000.00	\$ 10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$10,000.00
32	Pre and Post Construction Video Documentation	LS	1	\$ 2,200.00	\$ 2,200.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,250.50	\$1,250.50	\$1,250.50	\$ 1,450.00	\$1,450.00	\$1,450.00
33	Traffic Control	LS	1	\$ 30,000.00	\$ 30,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,152.50	\$6,152.50	\$6,152.50	\$ 10,897.50	\$10,897.50	\$10,897.50
34	Mobilization & Demobilization	LS	1	\$ 150,000.00	\$ 150,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$41,884.50	\$41,884.50	\$41,884.50	\$ 90,452.40	\$90,452.40	\$90,452.40
35	Construction Survey to include staking, layout and identifying project boundaries.	LS	1	\$ 22,000.00	\$ 22,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,458.53	\$7,458.53	\$7,458.53	\$ 8,932.10	\$8,932.10	\$8,932.10
Additive Alternate 1 - Waterline and Appurtenance Installation														
36	Furnish and Install 8-inch C900 PVC DR15 Waterline, including all material, labor, trenching, bedding, removal of waste excavation, import backfill, fittings, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, site restoration and all related appurtenances not separately listed on the bid form. CIP	LF	2,753	\$ 66.00	\$ 236,758.00	\$75.00	\$192,710.00	\$192,710.00	\$78.43	\$215,917.79	\$215,921.00	\$ 84.30	\$177,017.85	\$177,017.85
37	Furnish and Install 15-inch steel casing for 2nd Ave. (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, and seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration). CIP	LF	40	\$ 700.00	\$ 28,000.00	\$900.00	\$36,000.00	\$36,000.00	\$556.40	\$22,256.00	\$22,256.00	\$ 725.80	\$29,032.00	\$29,032.00
38	Furnish and Install 8-inch Gate Valve in Cast Iron Valve Box (including all labor, materials and related appurtenances not separately listed on Bid Form). CIP	EA	4	\$ 3,388.55	\$ 13,554.20	\$4,000.00	\$16,000.00	\$16,000.00	\$3,279.55	\$13,118.20	\$13,118.00	\$ 3,087.20	\$12,348.80	\$12,347.60
39	Furnish and Install Three-Way Fire Hydrant Assembly, including tee on mainline, all pipe from tee to hydrant, fittings, risers, gate valve, hydrant, restrained joints, drain rock, trenching, labor, backfill and site restoration. CIP	EA	3	\$ 9,800.00	\$ 29,400.00	\$10,000.00	\$30,000.00	\$30,000.00	\$6,530.57	\$25,591.71	\$25,592.00	\$ 11,064.20	\$33,254.60	\$33,254.60
40	Remove Existing Three-Way Fire Hydrant Assembly, including gate valve, hydrant, pipe from gate valve to hydrant, trenching, labor, backfill and site restoration. CIP	EA	1	\$ 1,900.00	\$ 1,900.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,134.20	\$1,134.20	\$1,134.00	\$ 1,096.30	\$1,096.30	\$1,096.30
41	Furnish and Install Trench Single Body Combination Air Valve w/ Traffic Rated Vault on new 8-inch waterline, including all materials, labor, excavation, rock excavation, backfill and site restoration. CIP	EA	1	\$ 9,500.00	\$ 9,500.00	\$12,000.00	\$12,000.00	\$12,000.00	\$8,359.37	\$8,359.37	\$8,359.00	\$ 13,312.80	\$13,312.80	\$13,312.80
42	Furnish and Install Trench Copper Water Service Lines by Open Trenching (including potting, trenching, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration). CIP	EA	15	\$ 2,150.00	\$ 32,250.00	\$2,000.00	\$30,000.00	\$30,000.00	\$1,310.75	\$19,661.25	\$19,661.00	\$ 2,752.60	\$41,289.00	\$41,289.00
43	Furnish and Install Trench Copper Water Service Lines by Trenchless Installation (including potting, trenchless installation, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration). CIP	EA	15	\$ 2,800.00	\$ 42,000.00	\$3,000.00	\$45,000.00	\$45,000.00	\$2,928.85	\$43,932.75	\$43,933.00	\$ 2,892.60	\$43,389.00	\$43,389.00
44	Developing for waterline, up to 4' drawdown, including all labor, materials, pumps, gravel trench stabilization, excavation, backfill and site restoration. CIP	LF	40	\$ 250.76	\$ 10,030.40	\$50.00	\$2,000.00	\$2,000.00	\$270.71	\$10,828.40	\$10,828.00	\$ 0.30	\$12.00	\$12.00
Additive Alternate 1 - Locate and Connect														
45	Locate and Connect to Existing 4-inch PVC Waterline per Detail G2, on sheet CU-583 (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potting, excavation, backfill, site restoration and all necessary items not separately listed on the bid form). CIP	EA	1	\$ 7,107.55	\$ 7,107.55	\$8,000.00	\$8,000.00	\$8,000.00	\$10,673.25	\$10,673.25	\$10,673.00	\$ 9,728.30	\$9,728.30	\$9,728.30
46	Locate and Connect to Existing 4-inch PVC Waterline per Detail G5 on sheet CU-584 (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potting, excavation, backfill, site restoration and all necessary items not separately listed on the bid form). CIP	EA	1	\$ 10,544.32	\$ 10,544.32	\$15,000.00	\$15,000.00	\$15,000.00	\$10,673.25	\$10,673.25	\$10,673.00	\$ 12,605.20	\$12,605.20	\$12,605.20
47	Locate and Connect to Existing 4-inch PVC Waterline per Detail A7 on sheet CU-583 (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potting, excavation, backfill, site restoration and all necessary items not separately listed on the bid form). CIP	EA	1	\$ 9,699.45	\$ 9,699.45	\$12,000.00	\$12,000.00	\$12,000.00	\$13,134.25	\$13,134.25	\$13,134.00	\$ 9,728.30	\$9,728.30	\$9,728.30
48	Locate and Connect to Existing 4-inch PVC Waterline per Detail A9 on sheet CU-583 (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potting, excavation, backfill, site restoration and all necessary items not separately listed on the bid form). CIP	EA	3	\$ 16,000.00	\$ 48,000.00	\$20,000.00	\$60,000.00	\$60,000.00	\$13,134.25	\$39,402.75	\$39,403.00	\$ 12,937.10	\$38,811.30	\$38,811.30
Additive Alternate 1 - Site Improvements														
49	Remove and replace existing roadway with 3-inch HMA, 8-inch base course and 12-inch subgrade prep, maximum width of 4' of pavement shall be replaced (incl. removal and disposal to an approved site of the existing asphalt and gravel, back coat, asphalt and restoration of pavement markings to preconstruction configuration). CIP	SY	1326	\$ 75.00	\$ 99,450.00	\$85.00	\$86,190.00	\$86,190.00	\$80.78	\$107,114.28	\$107,121.00	\$ 92.70	\$122,920.20	\$122,920.20
50	Remove and Replace Curb and Gutter (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans). CIP	LF	16	\$ 90.00	\$ 1,440.00	\$80.00	\$1,280.00	\$1,280.00	\$100.58	\$1,608.28	\$1,609.00	\$ 140.10	\$2,241.60	\$2,241.60
51	Remove and Replace Sidewalk: 5' swath (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans). CIP	SF	150	\$ 28.00	\$ 4,200.00	\$30.00	\$4,500.00	\$4,500.00	\$31.29	\$4,693.50	\$4,695.00	\$ 31.80	\$4,740.00	\$4,740.00
Construction Total (NMORT + Base Bid + Additive Alternative 1)														
Total Base Bid Construction Subtotal EXCL NMORT						\$ 1,984,556.87		\$1,026,315.00		\$1,026,315.00		\$980,790.28		\$1,000,399.00
Additive Alternative 1 - Construction Subtotal EXCL NMORT						\$ 798,033.92		\$581,683.00		\$581,683.00		\$656,824.54		\$672,981.10
Additive Alternative 2 - Construction Subtotal EXCL NMORT						\$ 464,786.72		\$275,635.00		\$275,635.00		\$325,270.00		\$310,224.30
NMORT for Total at 8.50%						\$ 186,524.88		\$140,233.55		\$140,233.55		\$168,604.42		\$168,604.42
Construction Total (Full Scope)						\$ 2,546,876.39		\$2,042,853.55		\$2,042,853.55		\$2,129,644.22		\$2,152,185.82

Additive Alternate 2														
Item No.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	CALCULATED COST	BID FORM COST	UNIT PRICE	CALCULATED COST	BID FORM COST	UNIT PRICE	CALCULATED COST	BID FORM COST
Additive Alternate 2 - Allowances and Miscellaneous														
32	Material Testing Allowance	Allow	1	\$ 10,000.00	\$ 10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$10,000.00
32	Pre and Post Construction Video Documentation	LS	1	\$ 2,200.00	\$ 2,200.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,250.50	\$1,250.50	\$1,250.50	\$ 1,450.00	\$1,450.00	\$1,450.00
33	Traffic Control	LS	1	\$ 30,000.00	\$ 30,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,152.50	\$6,152.50	\$6,152.50	\$ 10,897.50	\$14,137.90	\$14,137.90
34	Mobilization & Demobilization	LS	1	\$ 150,000.00	\$ 150,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$40,220.00	\$40,220.00	\$40,220.00	\$ 36,249.70	\$36,249.70	\$36,249.70
35	Construction Survey to include staking, layout and identifying project boundaries.	LS	1	\$ 22,000.00	\$ 22,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,458.53	\$7,458.53	\$7,458.53	\$ 8,932.10	\$8,932.10	\$8,932.10
Additive Alternate 2 - Waterline and Appurtenance Installation														
37	Furnish and Install 8-inch C900 PVC DR15 Waterline, including all material, labor, trenching, bedding, removal of waste excavation, import backfill, fittings, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, site restoration and all related appurtenances not separately listed on the bid form. CIP	LF	1,227	\$ 89.00	\$ 109,522.00	\$85.00	\$104,296.00	\$104,296.00	\$78.43	\$96,235.61	\$96,235.00	\$ 84.30	\$78,899.10	\$78,899.10
38	Furnish and Install 8-inch Gate Valve in Cast Iron Valve Box (including all labor, materials and related appurtenances not separately listed on Bid Form). CIP	EA	2	\$ 3,388.55	\$ 6,777.10	\$4,000.00	\$8,000.00	\$8,000.00	\$3,343.75	\$6,687.50	\$6,688.00	\$ 3,104.50	\$6,216.80	\$6,216.80
39	Furnish and Install Three-Way Fire Hydrant Assembly, including tee on mainline, all pipe from tee to hydrant, fittings, risers, gate valve, hydrant, restrained joints, drain rock, trenching, labor, backfill and site restoration. CIP	EA	2	\$ 9,800.00	\$ 19,600.00	\$10,000.00	\$20,000.00	\$20,000.00	\$8,723.17	\$17,446.34	\$17,446.00	\$ 10,690.90	\$21,381.80	\$21,381.80
40	Remove Existing Three-Way Fire Hydrant Assembly, including gate valve, hydrant, pipe from gate valve to hydrant, trenching, labor, backfill and site restoration. CIP	EA	1	\$ 1,900.00	\$ 1,900.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,263.80	\$1,263.80	\$1,263.00	\$ 1,096.30	\$1,096.30	\$1,096.30
42	Furnish and Install Trench Copper Water Service Lines by Open Trenching (including potting, trenching, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration). CIP	EA	11	\$ 2,150.00	\$ 23,650.00	\$2,000.00	\$22,000.00	\$22,000.00	\$1,436.47	\$15,601.17	\$15,601.00	\$ 2,812.10	\$30,933.10	\$30,933.10
43	Furnish and Install Trench Copper Water Service Lines by Trenchless Installation (including potting, trenchless installation, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration). CIP	EA	9	\$ 2,800.00	\$ 25,200.00	\$3,000.00	\$27,000.00	\$27,000.00	\$3,064.21	\$27,577.89	\$27,578.00	\$ 2,803.70	\$25,233.30	\$25,233.30
Additive Alternate 2 - Locate and Connect														
45	Locate and Connect to Existing 4-inch PVC Waterline per Detail G2, on sheet CU-504 (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potting, excavation, backfill, site restoration and all necessary items not separately listed on the bid form). CIP	EA	2	\$ 10,544.32	\$ 21,088.64	\$15,000.00	\$30,000.00	\$30,000.00	\$14,364.75	\$28,729.50	\$28,730.00	\$ 14,030.00	\$28,078.00	\$28,078.00
Additive Alternate 2 - Site Improvements														
49	Remove and replace existing roadway with 3-inch HMA, 8-inch base course and 12-inch subgrade prep, maximum width of 4' of pavement shall be replaced (incl. removal and disposal to an approved site of the existing asphalt and gravel, back coat, asphalt and restoration of pavement markings to preconstruction configuration). CIP	SY	568	\$ 75.00	\$ 42,600.00	\$85.00	\$48,270.00	\$48,270.00	\$99.51	\$56,526.58	\$56,527.00	\$ 103.80	\$57,820.40	\$57,820.40
50	Remove and Replace Curb and Gutter (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans). CIP	LF	6	\$ 90.00	\$ 540.00	\$80.00	\$480.00	\$480.00	\$175.72	\$754.32	\$754.00	\$ 140.10	\$840.60	\$840.60
51	Remove and Replace Sidewalk: 5' swath (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans). CIP	SF	150	\$ 28.00	\$ 4,200.00	\$30.00	\$4,500.00	\$4,500.00	\$31.29	\$4,693.50	\$4,695.00	\$ 28.10	\$4,215.00	\$4,215.00
52	Remove and replace existing roadway, width of 5' shall be realized (incl. removal and disposal to an approved site of the existing gravel, material, and restoration to preconstruction configuration). CIP	SY	3	\$ 77.68	\$ 232.98	\$30.00	\$90.00	\$90.00	\$87.74	\$263.22	\$263.00	\$ 96.10	\$1,086.30	\$1,086.30
Construction Total (Full Scope)														
Total Base Bid Construction Subtotal EXCL NMORT						\$ 1,984,556.87		\$1,026,315.00		\$1,026,315.00		\$980,790.28		\$1,000,399.00
Additive Alternative 1 - Construction Subtotal EXCL NMORT						\$ 798,033.92		\$581,683.00		\$581,683.00		\$656,824.54		\$672,981.10
Additive Alternative 2 - Construction Subtotal EXCL NMORT						\$ 464,786.72		\$275,635.00		\$275,635.00		\$325,270.00		\$310,224.30
NMORT for Total at 8.50%						\$ 186,524.88		\$140,233.55		\$140,233.55		\$168,604.42		\$168,604.42
Construction Total (Full Scope)						\$ 2,546,876.39		\$2,042,853.55		\$2,042,853.55		\$2,129,644.22		\$2,152,185.82

Additive Alternate 2														
Item No.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	CALCULATED COST	BID FORM COST	UNIT PRICE	CALCULATED COST	BID FORM COST	UNIT PRICE	CALCULATED COST	BID FORM COST
Additive Alternate 2 - Allowances and Miscellaneous														
52	Material Testing Allowance	Allow	1	\$ 10,000.00	\$ 10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$10,000.00
53	Pre and Post Construction Video Documentation	LS	1	\$ 2,200.00	\$ 2,200.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,250.50	\$1,250.50	\$1,250.50	\$ 1,450.00	\$1,450.00	\$1,450.00
54	Traffic Control	LS	1	\$ 30,000.00	\$ 30,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,152.50	\$6,152.50	\$6,152.50	\$ 10,897.50	\$10,897.50	\$10,897.50
55	Mobilization & Demobilization	LS	1	\$ 150,000.00	\$ 150,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$49,250.00	\$49,250.00	\$49,250.00	\$ 36,248.70	\$36,248.70	\$36,248.70
56	Construction Survey to include staking, layout and identifying project boundaries.	LS	1	\$ 22,000.00	\$ 22,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,458.53	\$7,458.53	\$7,458.53	\$ 8,932.10	\$8,932.10	\$8,932.10
Additive Alternate 2 - Waterline and Appurtenance Installation														
57	Furnish and Install 8-inch C900 PVC DR-15 Waterline, including all material, labor, potting, trenching, bedding, removal of waste excavation, import backfill, fittings, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, site restoration and all related appurtenances not separately listed on the bid form. CIP	LF	1,227	\$ 66.00	\$ 105,522.00	\$85.00	\$104,295.00	\$104,295.00	\$78.43	\$96,233.61	\$96,235.00	\$ 84.30	\$78,896.10	\$78,896.10
58	Furnish and Install 8-inch Gate Valve in Cast Iron Valve Box, including all labor, materials and related appurtenances not separately listed on Bid Form. CIP	EA	2	\$ 3,388.55	\$ 6,777.10	\$4,000.00	\$8,000.00	\$8,000.00	\$3,343.75	\$6,687.50	\$6,688.00	\$ 3,108.30	\$6,216.60	\$6,216.60
59	Furnish and Install Three-Way Fire Hydrant Assembly, including tee on mainline, all pipe from tee to hydrant, fittings, riser, gate valve, hydrant, restrained joints, drain rock, trenching, labor, backfill and site restoration. CIP	EA	2	\$ 9,800.00	\$ 19,600.00	\$10,000.00	\$20,000.00	\$20,000.00	\$8,723.17	\$17,446.34	\$17,446.00	\$ 10,650.90	\$21,381.80	\$21,381.80
60	Remove Existing Three-Way Fire Hydrant Assembly, including gate valve, hydrant, pipe from gate valve to hydrant, trenching, labor, backfill and site restoration. CIP	EA	1	\$ 1,900.00	\$ 1,900.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,262.60	\$1,262.60	\$1,263.00	\$ 1,096.30	\$1,096.30	\$1,096.30
61	Furnish and Install 1-inch Copper Water Service Lines by Open Trenching (including potting, trenching, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration). CIP	EA	11	\$ 2,150.00	\$ 23,650.00	\$2,000.00	\$22,000.00	\$22,000.00	\$1,436.47	\$15,801.17	\$15,801.00	\$ 2,812.10	\$30,933.10	\$30,933.10
62	Furnish and Install 1-inch Copper Water Service Lines by Trenchless Installation (including potting, trenchless installation, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration). CIP	EA	9	\$ 2,800.00	\$ 25,200.00	\$3,000.00	\$27,000.00	\$27,000.00	\$3,064.21	\$27,577.89	\$27,578.00	\$ 2,803.70	\$25,233.30	\$25,233.30
Additive Alternate 2 - Locate and Connect														
63	Locate and Connect to Existing 4-inch PVC Waterline per Detail G5, on sheet CU-584, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potting, excavation, backfill, site restoration and all necessary items not separately listed on the bid form). CIP	EA	2	\$ 10,544.32	\$ 21,088.64	\$15,000.00	\$30,000.00	\$30,000.00	\$14,364.75	\$28,729.50	\$28,730.00	\$ 14,039.00	\$28,078.00	\$28,078.00
Additive Alternate 2 - Site Improvements														
64	Remove and replace existing roadway with 3-inch IMC, 8-inch base course and 12-inch subgrade prep, maximum width of 4' of pavement shall be replaced (incl. removal and disposal to an approved site of the existing asphalt and gravel, back coat, asphalt and restoration of pavement markings to preconstruction configuration). CIP	SY	559	\$ 75.00	\$ 41,895.00	\$85.00	\$38,270.00	\$38,270.00	\$99.51	\$55,528.59	\$55,527.00	\$ 103.80	\$57,820.40	\$57,820.40
65	Remove and Replace Curb and Gutter (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans). CIP	LF	6	\$ 90.00	\$ 540.00	\$80.00	\$480.00	\$480.00	\$125.72	\$754.32	\$754.00	\$ 140.10	\$840.60	\$840.60
66	Remove and Replace Sidewalk: 5' swath (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans). CIP	SF	150	\$ 28.00	\$ 4,200.00	\$30.00	\$4,500.00	\$4,500.00	\$31.29	\$4,693.50	\$4,695.00	\$ 28.10	\$4,215.00	\$4,215.00
67	Remove and replace existing gravel driveway, width of 5' shall be replaced (incl. removal and disposal to an approved site of the existing gravel, material, and restoration to preconstruction configuration). CIP	SY	3	\$ 77.68	\$ 232.98	\$30.00	\$90.00	\$90.00	\$87.74	\$263.22	\$263.00	\$ 362.10	\$1,086.30	\$1,086.30
Construction Total (Full Scope)														
Total Base Bid Construction Subtotal EXCL NMORT				\$ 1,984,556.87			\$1,026,315.00	\$1,026,315.00		\$980,790.28	\$980,772.00		\$1,000,399.00	\$1,000,399.00
Additive Alternative 1 - Construction Subtotal EXCL NMORT				\$ 798,033.92			\$581,683.00	\$581,683.00		\$560,782.56	\$560,785.00		\$672,981.10	\$672,981.10
Additive Alternative 2 - Construction Subtotal EXCL NMORT				\$ 464,786.72			\$275,635.00	\$275,635.00		\$325,270.00	\$325,273.00		\$310,224.30	\$310,224.30
NMORT for Total at 8.50%							\$ 186,524.88	\$ 186,524.88		\$ 140,233.55	\$ 140,233.55		\$168,604.42	\$168,604.42
Construction Total (Full Scope)				\$ 2,546,876.39			\$2,042,853.55	\$2,042,853.55		\$2,129,644.22	\$2,129,670.00		\$2,152,185.82	\$2,152,185.82

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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Truth or Consequences, New Mexico 87901
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Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Angela Gonzales
City Manager

June 6, 2023

Rylan Edgmon
Estimator, Smithco Construction, Inc.
6 King Canyon Loop,
Caballo NM, 87931

Re: Confirmation of Contractor Bid, Truth or Consequences Drinking Water Systems Improvement Project

Mr. Edgmon

This letter is to confirm the contractors bid for the award of the base bid + apportion of Additive 1 which includes sheets 2nd Avenue CU-210, CU-211 for the Drinking Water Systems Improvement Project, which will need your concurrence to proceed on awarding the contract.

Summary:


Bids were publicly opened on Tuesday, May 23, 2023, until 10:30 am MST local time. Smithco Construction Inc. was the responsible low bidder with a base bid + Additive 1 of \$1,606,955.00 (excl. NMGR), which exceeded the available funding. The city elected to reduce the scope of alternate 1 to include only sheets CU-210, CU-211.

Final Confirmation:

The city is providing a revised scope bid tab with the Base Bid + Additive 1 sheets CU-210, CU-211 for Smithco Construction Inc's concurrence. For a total contract amount of \$1,238,595.00 (excl. NMGR) and with a total contract amount Including NMGR of \$1,343,875.58 is within the available funding.

Concurrence is required by Smithco Construction Inc. on this document with its attachment. The contract agreement will include this final confirmation.

Sincerely,


Angela Gonzales
City Manager

Attachment:

Bid Confirmation for Award

CONCURRENCE:

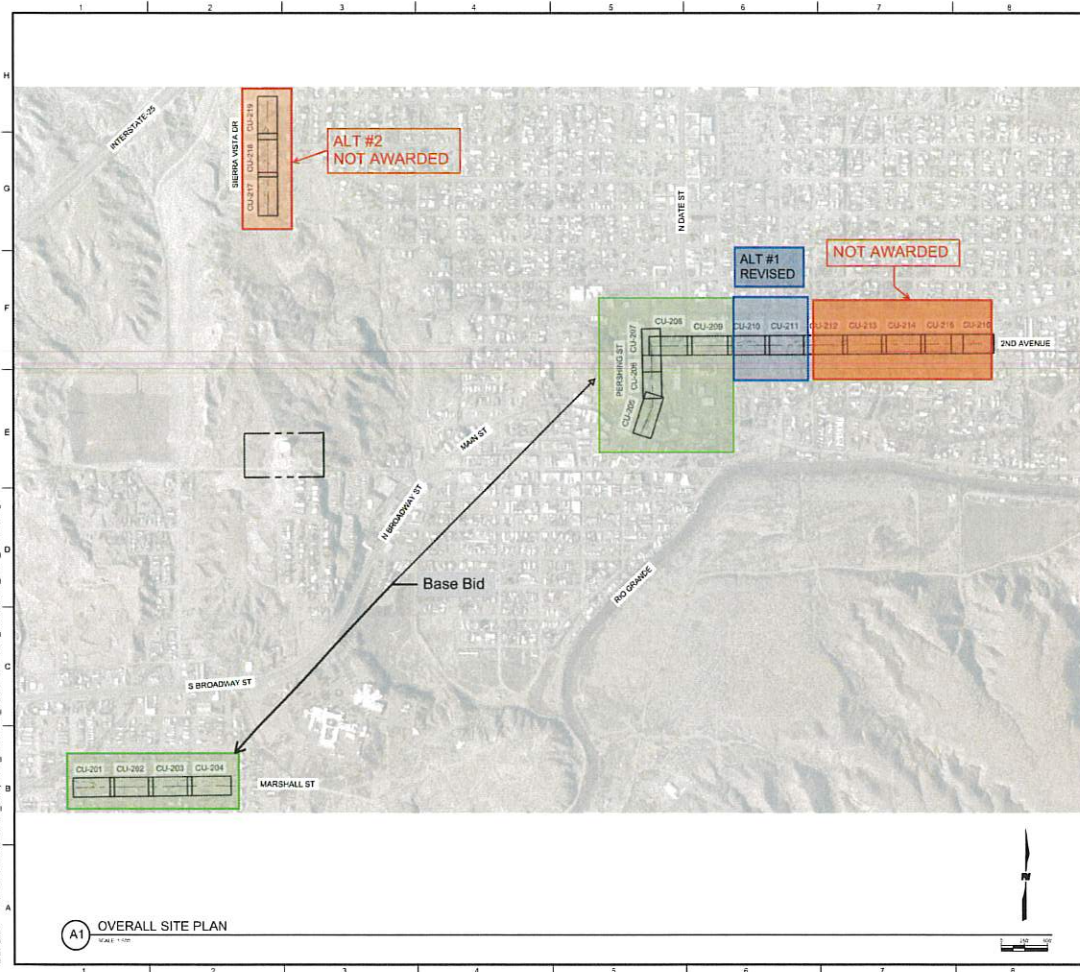


Smithco Construction Inc.

WILSON & COMPANY		FOR C DWSRF WATER SYSTEM IMPROVEMENTS Project BID TAB Truth or Consequences, New Mexico 03.29.23			SMITH CO
Base Bid					
Item No.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	CALCULATED COST
Allowances and Miscellaneous					
1	Material Testing Allowance	Allow	1	\$10,000.00	\$10,000.00
2	Pre and Post Construction Video Documentation	LS	1	\$1,000.00	\$1,000.00
3	Traffic Control	LS	1	\$28,000.00	\$28,000.00
4	Mobilization & Demobilization	LS	1	\$45,000.00	\$45,000.00
5	Construction Survey to include staking, layout and identifying project boundaries.	LS	1	\$25,000.00	\$25,000.00
Waterline and Appurtenance Installation					
6	Furnish and install 8-inch C900 PVC DR-18 Waterline, (including all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, fittings, joint restorative, warning tape, tracer wire, backfilling, compaction, disinfection, site restoration and all related appurtenances not separately listed on the bid form), CIP	LF	3,544	\$90.00	\$318,960.00
7	Furnish and install 18-inch steel casing for 18" Date St. crossing, Sheets CU-206, (include handhole installation, all materials, labor, center pipe, restrike, casing spacers, and seals, bore and reworking of excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	63	\$600.00	\$55,800.00
8	Furnish and install 8-inch Gate Valve in Cast Iron Valve Box, (including all labor, materials and related appurtenances not separately listed on Bid Form), CIP	EA	13	\$4,000.00	\$52,000.00
9	Furnish and install Three-View Fire Hydrant Assembly, (including tee on mainline, all pipe from tee to hydrant, fittings, risers, gate valve, hydrant, restrained joints, drain rock, trenching, labor, backfill and site restoration), CIP	EA	4	\$10,000.00	\$40,000.00
10	Remove Existing Three-View Fire Hydrant Assembly, (including gate valve, hydrant, pipe from gate valve to hydrant, trenching, labor, backfill and site restoration), CIP	EA	3	\$2,000.00	\$6,000.00
11	Furnish and install 1-inch Single Body Combination Air Valve w/ Traffic Rated Vault on new 8-inch waterline, (including all materials, labor, excavation, rock excavation, backfill and site restoration), CIP	EA	3	\$12,000.00	\$36,000.00
12	Furnish and install 1-inch Copper Water Service Lines by Open Trenching, (including potholing, trenching, bedding, connections to sewer water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration), CIP	EA	15	\$2,000.00	\$30,000.00
13	Furnish and install 1-inch Copper Water Service Lines by Trenchless Installation (including potholing, benchmark installation, bedding, connections to sewer water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration), CIP	EA	17	\$3,000.00	\$51,000.00
14	Overturning of waterline, up to 4' drawdown, (including all labor, materials, pumps, gravel trench stabilization, excavation, backfill, and site restoration), CIP	LF	78	\$50.00	\$3,900.00
Locate and Connect					
15	Locate and Connect to Existing 8-inch PVC Waterline per Detail D2 on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA	1	\$8,000.00	\$8,000.00
16	Locate and Connect to Existing 8-inch PVC Waterline per Detail G2 on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA	3	\$8,000.00	\$24,000.00
17	Locate and Connect to Existing 8-inch PVC Waterline per Detail G5 on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA	1	\$15,000.00	\$15,000.00
18	Locate and Connect to Existing 8-inch PVC Waterline per Detail A8 on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA	2	\$20,000.00	\$40,000.00
19	Locate and Connect to Existing 8-inch PVC Waterline per Detail G2 on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA	2	\$9,000.00	\$18,000.00
20	Locate, Cut and Cap Existing Water Line and abandon in place, (incl. all materials, labor, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA	1	\$5,000.00	\$5,000.00
Site Improvements					
21	Remove and replace existing roadway with 3-inch HMAO, 8-inch base course and 12-inch subgrade prep; maximum width of 4' of pavement shall be replaced (incl. removal and disposal to an approved site of the existing asphalt and gravel, tack coat, asphalt and restoration of pavement matching to preconstruction configuration), CIP	SY	889	\$65.00	\$57,785.00
22	Remove and Replace Curb and Gutter (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans), CIP	LF	9	\$80.00	\$720.00
23	Remove and Replace Sidewalk; 5' width (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans), CIP	SF	390	\$30.00	\$9,900.00
24	Remove and Replace Existing Concrete Sewer; maximum width of 8' shall be replaced (incl. removal and disposal to an approved site of the existing concrete and restoration to preconstruction configuration), CIP	SF	135	\$30.00	\$4,050.00
25	Remove and replace existing gravel driveway; width of 5' shall be replaced (incl. removal and disposal to an approved site of the existing gravel, material, and restoration to preconstruction configuration), CIP	SY	69	\$30.00	\$1,600.00
SCADA					
26	8" Electromagnetic Flow Meter w/sounding Rings	EA	2	\$16,000.00	\$32,000.00
27	New meter vault 48" DIA manhole CIP	EA	2	\$25,000.00	\$50,000.00
28	Wiring to New Water Tank Level Transmitter	EA	4	\$1,800.00	\$7,200.00
29	Tank Level Transmitter, Transducer and Junction Box	EA	4	\$8,000.00	\$32,000.00
30	Furnish and install 8-inch C900 PVC DR-18 Waterline, (including all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, fittings, joint restorative, warning tape, tracer wire, backfilling, compaction, disinfection, site restoration and all related appurtenances not separately listed on the bid form), CIP	LF	75	\$300.00	\$22,500.00
Construction Subtotal					\$1,025,315.00
BMGRT for TotO at 8.50%					\$87,151.78
Construction Total (Full Scope)					\$1,112,466.78

Additive Alternate 1					
Item No.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	CALCULATED COST
Additive Alternate 1 - Allowance and Miscellaneous					
31	Material Testing Allowance	Allow	1	\$10,000.00	\$10,000.00
32	Pie and Post Construction Video Documentation	LS	1	\$1,000.00	\$1,000.00
33	Traffic Control	LS	1	\$5,000.00	\$5,000.00
34	Mobilization & Demobilization	LS	1	\$5,000.00	\$5,000.00
35	Construction Survey to include staking, layout and identifying project boundaries.	LS	1	\$5,000.00	\$5,000.00
Additive Alternate 1 - Waterline and Appurtenance Installation					
36	Furnish and install 8-inch C900 PVD DR-18 Waterline, (including all materials, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, fittings, joint restraints, warning tape, tracer wire, backfilling, compaction, dewatering, site restoration and all related appurtenances not separately listed on the bid form), CIP	LF	840	\$10.00	\$8,400.00
37	Furnish and install 10-inch steel casing for 2nd Ave., (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end wash, bore and reaching pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	0	\$900.00	\$0.00
38	Furnish and install 8-inch Gate Valve in Cast Iron Valve Box, (including all labor, materials and related appurtenances not separately listed on Bid Form), CIP	EA	0	\$4,000.00	\$0.00
39	Furnish and install Three-Way Fire Hydrant Assembly, (including tee on mainline, all pipe from tee to hydrant, fittings, flares, gate valve, hydrant, restrained joints, drain rock, trenching, labor, backfill and site restoration), CIP	EA	1	\$10,000.00	\$10,000.00
40	Remove Existing Three-Way Fire Hydrant Assembly, (including gate valve, hydrant, pipe from gate valve to hydrant, trenching, labor, backfill and site restoration), CIP	EA	0	\$2,000.00	\$0.00
41	Furnish and install 1-inch Single Body Combination Air Valve w/ Traffic Rated Vent on new 8-inch waterline, (including all materials, labor, excavation, rock excavation, backfill and site restoration), CIP	EA	1	\$12,000.00	\$12,000.00
42	Furnish and install 1-inch Copper Water Service Lines by Open Trenching, (including potholing, trenching, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration), CIP	EA	7	\$2,000.00	\$14,000.00
43	Furnish and install 1-inch Copper Water Service Lines by Trenchless Installation (including potholing, trenchless installation, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration), CIP	EA	9	\$3,000.00	\$27,000.00
44	Dewatering for waterline, up to 4' drawdown, (including all labor, materials, pumps, gravel trench substitution, excavation, backfill, and site restoration), CIP	LF	0	\$50.00	\$0.00
Additive Alternate 1 - Locate and Connect					
45	Locate and Connect to Existing 4-inch PVC Waterline per Detail G2, on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA	9	\$8,000.00	\$0.00
46	Locate and Connect to Existing 4-inch PVC Waterline per Detail G5 on sheet CU-504, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA	6	\$15,000.00	\$0.00
47	Locate and Connect to Existing 4-inch PVC Waterline per Detail A7 on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA	1	\$12,000.00	\$12,000.00
48	Locate and Connect to Existing 4-inch PVC Waterline per Detail A9 on sheet CU-503, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA	1	\$20,000.00	\$20,000.00
Additive Alternate 1 - Site Improvements					
49	Remove and replace existing roadway with 3-inch HMAO, 6-inch base course and 12-inch subgrade prep; maximum width of 4' of pavement shall be replaced (incl. removal and disposal to an approved site of the existing asphalt and gravel, tack coat, asphalt and restoration of pavement markings to preconstruction configuration), CIP	SY	422	\$85.00	\$35,890.00
50	Remove and Replace Curb and Gutter (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans), CIP	LF	10	\$80.00	\$800.00
51	Remove and Replace Sidewalk; 5' swath (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans), CIP	SF	75	\$30.00	\$2,250.00
Total Base Bid Construction Subtotal EXCL NMGR					\$1,026,316.00
Additive Alternate 1 - Construction Subtotal EXCL NMGR					\$215,280.00
NMGR for Total at 6.50%					\$166,288.58
Construction Total (NMGR + Base Bid + Additive Alternative 1)					\$1,407,884.58
Additive Alternate 2					
Item No.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	CALCULATED COST
Additive Alternate 2 - Allowance and Miscellaneous					
52	Material Testing Allowance	Allow		\$10,000.00	\$0.00
53	Pie and Post Construction Video Documentation	LS		\$1,000.00	\$0.00
54	Traffic Control	LS		\$5,000.00	\$0.00
55	Mobilization & Demobilization	LS		\$5,000.00	\$0.00
56	Construction Survey to include staking, layout and identifying project boundaries.	LS		\$5,000.00	\$0.00
Additive Alternate 2 - Waterline and Appurtenance Installation					
57	Furnish and install 8-inch C900 PVD DR-18 Waterline, (including all materials, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, fittings, joint restraints, warning tape, tracer wire, backfilling, compaction, dewatering, site restoration and all related appurtenances not separately listed on the bid form), CIP	LF		\$85.00	\$0.00
58	Furnish and install 8-inch Gate Valve in Cast Iron Valve Box, (including all labor, materials and related appurtenances not separately listed on Bid Form), CIP	EA		\$4,000.00	\$0.00
59	Furnish and install Three-Way Fire Hydrant Assembly, (including tee on mainline, all pipe from tee to hydrant, fittings, flares, gate valve, hydrant, restrained joints, drain rock, trenching, labor, backfill and site restoration), CIP	EA		\$10,000.00	\$0.00
60	Remove Existing Three-Way Fire Hydrant Assembly, (including gate valve, hydrant, pipe from gate valve to hydrant, trenching, labor, backfill and site restoration), CIP	EA		\$2,000.00	\$0.00
61	Furnish and install 1-inch Copper Water Service Lines by Open Trenching, (including potholing, trenching, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration), CIP	EA		\$2,000.00	\$0.00
62	Furnish and install 1-inch Copper Water Service Lines by Trenchless Installation (including potholing, trenchless installation, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration), CIP	EA		\$3,000.00	\$0.00
Additive Alternate 2 - Locate and Connect					
63	Locate and Connect to Existing 4-inch PVC Waterline per Detail G5, on sheet CU-504, (incl. all materials, labor, fittings used for connection, cutting and capping of existing pipe, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA		\$15,000.00	\$0.00
Additive Alternate 2 - Site Improvements					
64	Remove and replace existing roadway with 3-inch HMAO, 6-inch base course and 12-inch subgrade prep; maximum width of 4' of pavement shall be replaced (incl. removal and disposal to an approved site of the existing asphalt and gravel, tack coat, asphalt and restoration of pavement markings to preconstruction configuration), CIP	SY		\$85.00	\$0.00
65	Remove and Replace Curb and Gutter (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans), CIP	LF		\$80.00	\$0.00
66	Remove and Replace Sidewalk; 5' swath (incl. disposal of existing concrete to an approved site, labor, equipment and all related appurtenances not separately listed on the bid form as shown in the plans), CIP	SF		\$30.00	\$0.00
67	Remove and replace existing gravel driveway; width of 5' shall be replaced (incl. removal and disposal to an approved site of the existing gravel, material, and restoration to preconstruction configuration), CIP	SY		\$30.00	\$0.00
Total Base Bid Construction Subtotal EXCL NMGR					\$1,026,316.00
Additive Alternate 1 - Construction Subtotal EXCL NMGR					\$215,280.00
Additive Alternate 2 - Construction Subtotal EXCL NMGR					\$0.00
NMGR for Total at 6.50%					\$166,288.58
Construction Total (Full Scope)					\$1,407,884.58

2/27/2023 M:\MSD\15-400-208-002_Diag\plan\Sheets - utilities\02_Civil\0608_OSP_CU-101.dwg



GENERAL NOTES

1. LOCATION OF ALL UTILITIES SHALL BE FIELD VERIFIED BY CONTRACTOR PRIOR TO BEGINNING WORK. THE LOCATION OF EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE BASED ON AVAILABLE RECORD INFORMATION ABOVE GROUND FEATURES VISIBLE IN THE FIELD. AND SERIAL RESURVEYING BY THE CITY OF TRUTH OR CONSEQUENCES. IN THE EVENT CONDITIONS IN THE FIELD ARE NOT AS SHOWN ON THE DRAWINGS, CONTRACTOR SHALL NOTIFY THE PUBLIC INFRASTRUCTURE PROJECT MANAGER OR THE ENGINEER IMMEDIATELY SO THAT NECESSARY CHANGES TO THE DESIGN MAY BE MADE WITH THE MINIMUM OF INTERRUPTION TO THE PROJECT SCHEDULE.
2. ALL UTILITY CONSTRUCTION FOR BORATION LINES, WATER LINES, SANITARY SEWER LINES, AND ALL APPURTENANCES SHALL BE IN ACCORDANCE WITH THE CITY OF TRUTH OR CONSEQUENCES STANDARDS.
3. CONTRACTOR SHALL VERIFY FIELD LOCATION, TYPE, AND DEPTH OF ALL UTILITIES SHOWN AND NOT SHOWN.

WILSON & COMPANY 414 N. MAIN STREET, SUITE 4 TRUTH OR CONSEQUENCES, NM 87401 PHONE: 505-424-0007 FAX: 505-424-0008 WWW.WILSON-AND-COMPANY.COM	
PROJECT NAME	TRUTH OR CONSEQUENCES DWSRF WATER SYSTEM IMPROVEMENTS
SCALE	
CONTRACT NUMBER	
PROJECT NO.	15-400-208-002
DESIGNED BY	JRM
DRAWN BY	DSW WAT
CHECKED BY	JRM
DATE	FEBRUARY 2023
SHEET TITLE	OVERALL SITE PLAN
SHEET NO.	CU-101



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.13

SUBJECT: Review, Approve and/or Allocate Funds for Sierra County Rock & Gem Society

DEPARTMENT: City Manager's Office

DATE SUBMITTED: June 5, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of SCRAGS application and contract for the 2024 Truth or Consequences Rock & Gem Show.

Recommendation:

The applicant requested \$1,000.00 and the LTAB recommended to fully fund this project.

Attachments:

- SCRAGS Application
- SCRAGS Contract

Fiscal Impact (Finance): Yes

\$1,000.00

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 6-14-2023



2023-2024 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Rock and Gem Society, SCRAGS, local non-profit in good standing
Project/Event Name	Truth or Consequences Rock and Gem Show
Event Date(s) and Location (if applicable)	March 23-24, 2024 Sierra County Fair Barn
Event Organizer & Title within Organization (if applicable)	Megan Holden SCRAGS member and Show Committee Chair
Phone Number of Organizer	978-335-2899
Email of Organizer	scragssierracounty@gmail.com
Organization Address	SCRAGS PO Box 766 Elephant Butte, NM 87935
Organization's Contact Person (If different than event organizer)	Dan Lorimier SCRAGS Club Secretary
Contact Phone and Email for Organization's Contact Person	575-740-2927 dlorimier1948@gmail.com

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

Amount Requested: (Must match application page 4)	\$1,000
Anticipated Attendance (not including volunteers/staff):	2,500+ 2023 show attendance was 2,715!

PART 3: CRITERIA

Was this project/event funded in 2023? Circle one: Yes

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

2023 was our first show.

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

The 2024 Truth or Consequences Rock and Gem Show will be our second annual event featuring over 30 vendors selling rocks and gems, jewelry and related items, field trips geared to the public and rockhounding enthusiasts alike, and fun activities for kids. There will be additional activities including gold and sapphire panning and presentations.

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

People of all ages. People interested in outdoor activities, rocks and minerals, and those looking to learn something new. Rock and gem shows are a great place to buy unique gifts. Mineral collectors are also a target audience.

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

All of New Mexico, northern Texas, Arizona, Colorado. Other similar shows in NM draw people from all over.

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

80%. Postcards and posters will be mailed and hand-delivered to other rock and gem shows, the numerous rock and gem shops and clubs throughout NM and surrounding states,

and other targeted locations throughout the area. With your support, we would also advertise in New Mexico Magazine. Advertising in NM Magazine for the 2023 show was very successful.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

This is the second year of an annual event with free admission. We plan to judge success by increased hotel stays, attendance, funds generated for our non-profit club and our vendors, and vendor satisfaction. Also, the excitement of attendees! Our main goal is to increase the public's interest in geology, mineral collecting, and the outdoors. We are including a number of family friendly activities to inspire the next generation. Introducing those from outside Sierra County to the hot springs and unique offerings of the area will hopefully bring them back again and again!

We plan to count attendees and will track club income and vendor satisfaction. We will collect attendees' email addresses to be notified about next year's event, in order to enter for the door prizes. On this ticket, we will ask whether the attendee stayed overnight in TorC, as we did at this year's show. We will share all of these metrics with the City.

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

SCRAGS currently has over 1,400 Facebook followers. The page for the 2023 show has over 400 followers. We do not have an Instagram account.

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated?

We do plan to sell advertising for the first time. The 2023 show was extremely successful, so we expect local businesses will be enthusiastic about supporting the show. We hope to generate at least \$1,000 in ad revenue, but will aim for more!

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

We are not asking for website funding at this time.

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
GotPrint	Printing of postcards and posters	\$600
M Graphics	Graphic design	\$400
TOTAL AMOUNT REQUESTED: Must match page 1.		\$1,000

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ IRS and Secretary of State proof of Good Standing
- ☐ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after

the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: _____

Signature: _____

Date: _____

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and SIERRA COUNTY ROCK & GEM SOCIETY (2024 ROCK & GEM SHOW) herein referred to as “Contractor”.

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

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

1. **The City shall** provide up to the sum of \$1,000.00.00 to the Contractor beginning on July1, 2023 through May 31, 2024.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodger’s Tax Board) in the Contractor’s application for Lodger’s Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger’s Tax monies, shall include the wording “**PAID IN PART BY TRUTH OR CONSEQUENCES LODGER’S TAX**” and include the City of Truth or Consequences logo IF APPLICABLE, and the New Mexico Tourism Department logo. The logo may be obtained by visiting www.nmtourism.org. In the case of radio advertising, the slogan “New Mexico True” must be used, as well as the phrase “Paid in part by the New Mexico Tourism Department and the Truth or Consequences Lodgers”
3. **Fund Expenditures:** Funding under this contract is from Lodger’s Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.

- a. The City and the Lodger's Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
- b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
- c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodger's Tax.
- d. All invoices must be turned into the City Manager's Office no later than the last business day of May, 2024.
- e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
- f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".

5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.

6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.

7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.

8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.

9. **Personnel:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
- b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be

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

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

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

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

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

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

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

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

CITY OF TRUTH OR CONSEQUENCES

Angie Gonzales, City Manager

Date

Kristie Wilson Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

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

Please initial each requirement:

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

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

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

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

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

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

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

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

Dated this _____ day of _____, 2023

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 14, 2023

Agenda Item #: I.14

SUBJECT: Review, Approve and/or Allocate Funds for Sierra County Arts Council

DEPARTMENT: City Manager's Office

DATE SUBMITTED: June 5, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of SCAC application and contract for the reprinting of the mural brochures.

Recommendation:

The applicant requested \$1,010.50 and the LTAB recommended to fully fund this project.

Attachments:

- SCAC Application
- SCAC Contract

Fiscal Impact (Finance): Yes

\$1,010.50

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

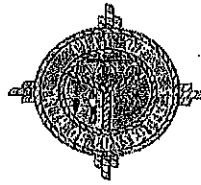
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-14-2023



2022-2023 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Arts Council
Project/Event Name	Reprint Murals Brochure
Event Date(s) and Location (if applicable)	N/A
Event Organizer & Title within Organization (if applicable)	CARY "JAGGER" GUSTIN Board President
Phone Number of Organizer	575-312-2050
Email of Organizer	TAILORMAN53@yahoo.com
Organization Address	Sierra County Arts Council P.O. Box 1924 TOWN, NH 07901
Organization's Contact Person (if different than event organizer)	N/A
Contact Phone and Email for Organization's Contact Person	N/A

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

Amount Requested: (Must match application page 4)	1,010.50
Anticipated Attendance (not including volunteers/staff):	N/A

PART 3: CRITERIA

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

Yes SCAC HAS Received PAST Funding Support

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

N/A

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

Reprints with updates: A guide to the MORALS
of Truth or Consequences.

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

the Guide is Available at Gerardo Springs Museum
CHAMISA of Commerce, Gerardo Trails Visitor Ctr
Additionally the guide is mailed to visitors Requests

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

N/A

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

N/A

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

N/A

6. How many Facebook followers do you have for this event page or organization page (for a project)? N/A Instagram followers? N/A

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? NO Advertising SOLD

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

N/A

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board

reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
online Printing co.	5000 Brochures 100 # glass stock	
	.18 per copy	\$1,010 ⁵⁰ / ₁₀₀
TOTAL AMOUNT REQUESTED: Must match page 1.		\$1,010 ⁵⁰ / ₁₀₀

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

☒ IRS and Secretary of State proof of Good Standing

☒ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after

the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: CARY JAGGER "Gus" Board President

Signature: 

Date: MAY 3, 2023

Fwd: Murals Brochure pricing

Tailor Man (tailorman53@yahoo.com)

tailorman53@yahoo.com

Monday, April 10, 2023 at 09:23 AM PDT

Sent from my iPhone

Begin forwarded message:

From: John Johanek <johanek@montana.com>
Date: April 8, 2023 at 5:50:10 PM MDT
To: tailorman53@yahoo.com
Subject: Murals Brochure pricing

Jagger:

8-1/2 x 14 sheet — four panels per side — double gatefold — full color on both sides. — delivered folded.
Overall this is the same format as the current brochure with updates — new map showing more murals
and a change of photos throughout.

5,000 brochures on — 100# Gloss stock — \$ 910.50 — 18 cents each

Plus tax & shipping (and I'm really not sure what that might be — guessing perhaps close to \$100.

John

John Johanek

ZIA Gallery
415 Broadway
Truth or Consequences, NM 87901

or
8230 Rolling Hills Drive
Bozeman, MT 59715

406-539-7017

LL THE CLUB • 122 Broadway Large graphic "Field Theory" by Kyle Cunningham

MM Back of RIO BRAVO GALLERY • Alley in back of 100 block of Broadway Expansive desert scenes by Reed Rische

NN PINK PELICAN • 302 Jones St. Multiple colorful pelicans by David Larcom

OO SPACEPORT VISITOR CENTER • McAdoo St. — Desert wildlife by a group called The Young DaVincis

PP Building backs & fence • 400 block of Sims Whimsical flowers & colors by Mary Kinner Walker

QQ RIVERBEND HOT SPRINGS • 100 Austin St. Multiple artists including decorative signage by Reed Rische and other styles & subjects by William Galbreath, plus various smaller pieces by other artists

RR Art park between 303 Gallery and 405 Gallery Featuring Reed Rische's mural of Buckhorn Bar sign

SS 500 block alley between Broadway & Austin Tropical scene by Grace Bryan & 2 fantasy scenes by Mary Kinner Walker

TT 400 block alley between Broadway & Austin Tropical scene by Grace Bryan

UU Corner of Marr & Daniels. Fantasy image on corrugated metal fence by Jia Apple

VV PELICAN SPA • Corner Pershing & McAdoo Colorful pelicans and dragon by David Larcom

WW MESILLA HEALING • 902 Date St. Fanciful decorative plants on one wall by Reed Rische plus door and window frame art by owner's kids

XX Private residence • 310 N. Elm African Ndebele-influenced home mural by Reed Rische

YY REBEL ROADRUNNER • 302 Main Warm Springs Apache heritage by Reed Rische



PHOTO BY DURRAE JOHANEK

Left: "Millie's Doll" by Peter Bowles on the side of 303 Gallery based on a kachina doll by the gallery owner's grandmother. (map "N").

Right: This colorful gecko mural by David Larcom adorns a residence near 9th and Spruce streets. (map "AA")



PHOTO BY DAVID LARCOM

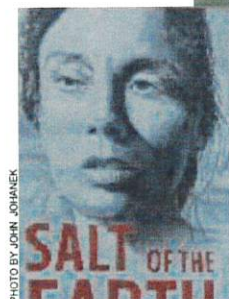


PHOTO BY JOHN JOHANEK

Above: "Salt of the Earth" on the side of El Cortez theatre by Chris Krieg. (map "XX").

There are also examples of public art throughout the Historic Hot Springs District including "Joy," the metal sculpture steer by R.Wm. Winkler at the corner of Pershing and Main, and the ceramic fountain at Las Palomas Plaza pool near the entrance to Geronimo Springs Museum. Also watch for some very creative fences — in particular at 602 Wyona, the 300 block of Riverside, and on the 400 block of Sims.



Paid for in part by Truth or Consequences Lodgers Tax and produced by Zia Gallery © 2022

A GUIDE TO THE MURALS of TRUTH OR CONSEQUENCES



PHOTO BY JOHN JOHANEK

A detail from the full-mural facade on the front of Grapevine Bistro at 413 Broadway (DD on map). Artist Peter Bowles produced this expansive graphic based on late-1800s ledger art created by Native Americans.

To say Truth or Consequences (T or C) is a bit quirky is an understatement. Even its name raises eyebrows and induces smiles. However, a large part of its "quirk" comes from the murals that adorn building walls, businesses, and outbuildings. You can't miss the mural on the town's water tank, but scattered throughout this berg are more than 50 other pieces of public art that range from spiritual to Native American to historical, as well as just plain whimsical.

Regional as well as out-of-state artists have created the works that grace the walls of this historic mining town. Local Delmas Howe's huge flowers on the civic center have turned a rather ordinary building into a must-see. The entrance to the Grapevine Bistro on Broadway is surrounded by Native Americans on horseback, courtesy of Peter Bowles, of Great Britain. Patrons to the bistro often take photos of its wall, then turn around and photograph the colorful piece by Reed Rische across the street at Ingo's Art Café. Bowles also painted "Millie's Doll," a two-story kachina doll on the 303 Gallery. On the Sea Properties building is a bison and pelicans, by David Larcom. You also can see his wildlife on the Ace Lodge and the Wild Coyote Gallery, and a vehicle-themed work on the Dirty Boots Garage Gallery wall. One of his recent works, a stallion, is at 601 Broadway on the Charles Motel. Next to Dust is a work by Ricardo Chavarria of Anthony; its op-art quality is mesmerizing.



PHOTO BY REBECCA SPEAKES

One of several Delmas Howe flower murals at the civic center (map "F")

In an alley off Broadway, Grace Bryan has created a tropical beach wall, just right for relaxing next to in the heat of summer. Mary Kinner Walker has left her mark all over town, most visibly the building facade at 419 Broadway, a bright green wall with Walker's dancing blue turtles across the top, homage to nearby Turtleback Mountain. And if Fido needs a run, you can take in the Gila Wilderness mural by Reed Rische at the city dog park ("J" on the map).

Sun can be brutal on murals but it's not the worst enemy: over the years, some business owners have painted over the art that was on their buildings. Now however, most have an appreciation of the history and talent that have gone into these works of public art, and have left them in place — some have even been refurbished.

T or C is a destination for hot-springers, who come to soak in one of the many thermal waters. But when their fingers begin to wrinkle, they can take to the streets to continue to soak up the atmosphere of this awesome town. And whether colorful, historical, realistic, anonymous, or signed, you never know when or where another piece of quirk will pop up.

A ACE LODGE • 1302 Date St.
Roadrunner and mountain lion by David Larcom

B ROCKET INN • 605 Date St.
Rocket & outer space themes: Concept by Val Wilkes, art by Grace Bryan

C SPECTRUM POTTERY • 411 & 413 Date St.
Surreal art of people and globe by Jim Pearson

D Building near the SW corner of 3rd & Date Streets
Geronimo portrait by David Larcom

E Shed at the corner of Library & 4th Streets
Whimsical decoration by Mary Kinner Walker

F T or C CIVIC CENTER • 400 W. 4th St.
Large flowers (on 3 sides) by Delmas Howe

G GENE SPEER TENNIS COMPLEX • 200 W. 4th St.
Whimsical figural art by Dan Bern

H SIERRA COUNTY ADMINISTRATIVE BUILDING
• 100 Date St. Two large hand graphics by Sierra County school kids; coordinated by Anthony Penneck

I WATER TANK • Between Main & Foch Streets
Stylized Southwest subjects by Anthony Penneck

J DOG PARK • Intersection of Main, Date & Broadway Sts.
Gila Wilderness by Reed Rische

K RED PELICAN • 102 Main St.
Geronimo on blue pony & pelican by David Larcom

L SEA PROPERTIES • 108 Main St.
Bison & pelican & by David Larcom

M WILD COYOTE • 113 Main St.
Desert wildlife by David Larcom

N 303 GALLERY • 303 Main St.
Full-wall graphic based on Kachina doll by gallery owner's grandmother, art by Peter Bowles

O Wall between DUST and PASSION PIE • 404 Main St.
Op-Art by Ricardo Chavarria

P Building wall • 408 Main St. Native American motif art by Peter Bowles

Q MILE MARKER 7 COFFEE • 603 Main St.
Mural of a steaming cup of Java by David Larcom

R MILITARY MUSEUM • 996 Broadway.
Military theme murals by Jia Apple

S EL CORTEZ Movie Theater • Foch & Main
"Salt of the Earth" by Chris Krieg

T Former Exotic Cactus Ranch • 1600 Broadway
Desert scene / images by Georgeanne Feltha

U Side wall on Austin Arts Bldg. • 517 Austin St.
Portrait of Sec. of the Interior Deb Haaland by Chris Kreig

V CHARLES MOTEL • 601 Broadway
Stallion in moonlight by David Larcom

W DIRTY BOOTS GARAGE GALLERY • 540 Broadway.
West side: Car art & garage-wall boots by David Larcom — garage cut-away art by Reed Rische. East side has a prospector mural under overhang.

X ART, ART, ART • 509 Broadway
Cowboy playing guitar with donkey and dog by David Larcom

Y XOCHI BOOKS • 430 Broadway.
Several early archeological subjects by Terri

Z INGO'S ART CAFE • 420 - 422 Broadway.
Playful abstract figures / signage by Reed Rische

AA Private residence • 925 Spruce
Gecko by David Larcom

BB MORNING STAR OUTFITTERS • 421 Broadway
Desert lake scenic signage by Reed Rische

CC Building facade • 419 Broadway
Colorful stylistic turtles by Mary Kinner Walker

DD GRAPEVINE BISTRO • 413 Broadway
Native American ledger art motif by Peter Bowles (see cover)

EE MARTHA'S GIFTS • 326 Broadway
Decorative signage by Judith Anderson

FF EL FARO RESTAURANT • 315 Broadway
Ristra at restaurant entrance by David Larcom

GG HAIR SALOON • 107 Broadway St.
Graphic portrait of Marilyn Monroe by David Larcom

HH THE GIDDY UP • 313 Broadway
Signage mural by Chris Kreig, patio walls by Jia Apple, ceiling by Reed Rische

II JUNKOLOGY • Corner of Date & Riverside
Caricature of owner on signage by Reed Rische

JJ PELICAN SPA • 306 S. Pershing St.
Courtyard & street-side pelicans by David Larcom

KK STUDIO de LA LUZ • Corner of Pershing & Broadway
Whimsical flowers by Garrison Buxton, Wendy Tremayne, Ann Sage, Mary Kinner Walker & a group of local kids

List continued on back panel



ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and **SIERRA COUNTY ARTS COUNCIL (REPRINT MURAL BROCHURES)** herein referred to as “Contractor”.

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

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

1. **The City shall** provide up to the sum of **\$1,010.50.00** to the Contractor beginning on July 1, 2023 through May 31, 2024.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodger’s Tax Board) in the Contractor’s application for Lodger’s Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger’s Tax monies, shall include the wording “**PAID IN PART BY TRUTH OR CONSEQUENCES LODGER’S TAX**” and include the City of Truth or Consequences logo IF APPLICABLE, and the New Mexico Tourism Department logo. The logo may be obtained by visiting www.nmtourism.org. In the case of radio advertising, the slogan “New Mexico True” must be used, as well as the phrase “Paid in part by the New Mexico Tourism Department and the Truth or Consequences Lodgers”
3. **Fund Expenditures:** Funding under this contract is from Lodger’s Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.

- a. The City and the Lodger's Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodger's Tax.
 - d. All invoices must be turned into the City Manager's Office no later than the last business day of May, 2024.
 - e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
 - f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
 - a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be

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

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

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

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

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

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

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

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

CITY OF TRUTH OR CONSEQUENCES

Angie Gonzales, City Manager

Date

Kristie Wilson Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

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

Please initial each requirement:

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

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

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

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

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

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

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

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

Dated this _____ day of _____, 2023

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative