

*Amanda Forrister  
Mayor*

*Rolf Hechler  
Mayor Pro-Tem*

*Merry Jo Fahl  
Commissioner*



*Destiny Mitchell  
Commissioner*

*Shelly Harrelson  
Commissioner*

*Bruce Swingle  
City Manager*

*505 Sims St.  
Truth or Consequences, New Mexico 87901  
P: 575-894-6673 ♦ F: 575-894-7767  
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## REGULAR MEETING

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

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS (10 Minutes):

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

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

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

## G. PUBLIC HEARINGS

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 726 amending Chapter 11-11-6 of the Municipal Code of Ordinances pertaining to RV Dwellings. Traci Alvarez, Assistant City Manager and Victor Rodriguez, Chief of Police
2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 727 amending Chapter 7, Article 2 of the Municipal Code of Ordinances pertaining to registered businesses within the city limits. Traci Alvarez, Assistant City Manager and Victor Rodriguez, Chief of Police

## H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 49 21/22 Budget Adjustment Resolution. Carol Kirkpatrick, Finance Director

## I. NEW BUSINESS

1. Discussion/Action: Request for the placement of a Porta Potty at the Carole Wheeler Dog Park. Carole Wheeler, Recreation Advisory Board Member
2. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Carol Kirkpatrick, Finance Director
3. Discussion/Action: Consideration to appoint Art Burger to serve as a city representative on the Sierra Vista Hospital Governing Board. City Manager Swingle
4. Discussion/Action: Request to purchase Microsoft Word and carrying cases for the Commissioner's tablets. City Manager Swingle
5. Discussion/Action: Request from AT&T and MD7 to facilitate modifications to the current cell site tower lease on Kopra Street. City Manager Swingle

## J. EXECUTIVE SESSION

1. Threatened & Pending Litigation (Erica Baker vs. City of T or C) pursuant to 10-15-1(H.7).
2. Threatened & Pending Litigation (George Henson) pursuant to 10-15-1(H.7).

## K. ADJOURNMENT

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

**If you do not wish to attend the meeting, but would like to give public input, please submit your comments to [torcpubliccomment@torcnm.org](mailto:torcpubliccomment@torcnm.org), by fax at (575) 894-6690, or a hard copy can be dropped off at the City Clerk's Office, 505 Sims Street, Truth or Consequences, NM. Please submit your comments no later than Monday, March 7, 2022.**

*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 MARCH 23, 2022**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

Agenda Item #: C.1

**SUBJECT:** Presentation of Service Anniversary Awards.  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** March 1, 2022  
**SUBMITTED BY:** Alona Niebergall  
**WHO WILL PRESENT THE ITEM:** City Manager Swingle and Department Supervisor

**Summary/Background:**

Wes Owens – 1 year  
Bo Easley – 21 years  
Martine Towner – 2 years  
Jesse Cole – 3 years  
Landen Bilyeu – 1 year  
Joseph Daley – 4 years  
Chelsea LeClair – 6 years  
Crispin Bush – 2 years

**Recommendation:**

None. Presentation Only.

**Attachments:**

- None.

**Fiscal Impact (Finance):** No

**Legal Review (City Attorney):** No

**Approved For Submittal By:**  Department Director

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

**Final Approval:**  City Manager

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

Resolution No. . . Ordinance No. . .

Continued To: . . Referred To: . .

Approved  Denied  Other: Click here to enter text.

File Name: CC Agendas 3-9-2022



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

Agenda Item #: F.1

**SUBJECT:** City Commission Regular Minutes, February 23, 2022  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** March 1, 2022  
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer  
**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**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 3-9-2022

CITY COMMISSION MEETING MINUTES  
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St.  
WEDNESDAY, FEBRUARY 23, 2022

**A. CALL TO ORDER:**

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

**B. INTRODUCTION:**

**1. ROLL CALL:**

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

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

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

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

**2. SILENT MEDITATION:**

Mayor Forrister called for fifteen seconds of silent meditation.

**3. PLEDGE OF ALLEGIANCE:**

Mayor Forrister called for Commissioner Mitchell to lead the Pledge of Allegiance.

**4. APPROVAL OF AGENDA:**

Mayor Forrister asked that item H3 be removed from the agenda, and tabled until another time.

**Commissioner Hechler moved to approve the agenda with the exception as noted. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**C. PRESENTATIONS:**

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

City Manager Swingle and Sanitation Director Andy Alvarez presented an Employee Service Anniversary Award to Carmen Howell for 4 years of service with the City of Truth or Consequences.

City Manager Swingle and Chief of Police Victor Rodriguez presented an Employee Service Anniversary Award to Maribel Martinez for 7 years of service with the City of Truth or Consequences.

**2. Recognition of those who donated to the Toyz for Kidz Event:**

Denise Addie gave a certificate of appreciation to each Commissioner, City Manager, and Chief of Police Victor Rodriguez.

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

Carol Borsello addressed the Commission with comments related to:

- (1) She commented on how frightening it is to take a walk in the community with animals running at large. She appreciates the new ordinance that was passed because maybe that will help address the problem.

**E. REPORTS:**

**City Manager Swingle reported the following:**

- We still have vacancies on various city boards. We have two vacancies for the Airport Advisory Board. We have five vacancies on the Golf Course Advisory Board. We have two vacancies on the Lodgers Tax Advisory Board. We have two vacancies on the Impact Fee Advisory Board, and we have two vacancies on the Planning & Zoning Commission. We are also seeking a city representative for the Sierra Vista Hospital Governing Board. Those vacancies are being advertised, and posted on the city website.
- Jamie Sweeney has been doing a fantastic job in Code Enforcement. We are actively working to address properties and blight in this community that are really substandard, and are either a public safety issue, blight for the neighbors in the community, or harming property values. Thus far Jamie has taken action on 105 properties. Out of the 105 properties, 56 are still in the voluntary letter/notification process. 22 have become compliant, and 27 have resulted in court violations, which no action has been taken on any of the 27 court cases. He received the same frustration from the prior Code Enforcement Officer, which overtime led to the condition of the community. We do not have an army of Code Enforcement

## CITY COMMISSION FEBRUARY 23, 2021 REGULAR MEETING MINUTES

Officers. We have one who has additional responsibilities on top of Code Enforcement.

- The Department of Homeland Security held a mobile COVID Vaccination Clinic across from City Hall yesterday, and it will continue until today. The vaccinations are the Pfizer vaccinations, and you can get your 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> vaccination. They will be in Arrey on the 25<sup>th</sup>, in Winston on the 26<sup>th</sup>, and in Elephant Butte on the 27<sup>th</sup>.
- The city gave out 1,942 COVID rapid test kits. We still have plenty available, and they are free of charge.
- We completed the City Commission department tour on Friday. It went very well.
- He received feedback from the Commissioners on the retreat. We are now ready to start coordinating a date, and moving forward.
- He received some complaints about the Senior Joint Office on Aging (SJOA) not being fully open. They are not open due to the fact that they have to comply with the Governor mandates for Adult Care Facilities. They still however offer the grab and go meals Monday through Friday, from 10:30 a.m. to 1:00 p.m. Their home delivery meals are operational, and have been throughout the entire pandemic. The transportation department is operating Monday through Friday, 8:00 a.m. to 3:00 p.m. Their homemaking services are still operating, and they are also still running their senior transports to Las Cruces. However, you do have to have your vaccination for that service.
- Capital Outlay is a mixed outcome. We received \$213,000 for the next phase of Ralph Edwards Park. We requested \$300,000 for the gazebo. However, the bathrooms are of main importance. The SJOA received \$100,000 to pave the parking lot in the back of this building, as well as some funding for vehicles, and Sierra County received quite a bit of money to remodel the Fair Barn.

Commissioner Mitchell asked why the Code Enforcement process is taking so long through the Municipal Court.

City Manager Swingle explained that we have cases that are submitted to the courts, and Jamie is being asked to go back and check the properties in 30 days to see if there is any improvement, instead of it going through the court process. He feels that we need to give individuals a reasonable amount of time to do their cleanup, but once we get to that point, we really expect action from the courts to expedite that. If we have no teeth in our ordinances, nothing is going to get complied.

### **City Attorney Rubin reported the following:**

- A couple of months ago he gave an update regarding Rotary Park. He is pleased to announce that the case has now been successfully completed. We now have title to the property, and he worked with the Bureau of Reclamation on this to protect their interest.

**City Commission Reports:**

**Commissioner Fahl reported the following:**

- She really appreciated the tour. The staff was wonderful, and she learned a lot.

**Mayor Pro-Tem Hechler reported the following:**

- He thanked City Manager Swingle and Assistant City Manager Alvarez for taking time out of their busy schedules to take the Commissioners on a citywide tour. He learned a lot, and we have a very professional and dedicated staff. Some people don't understand what it means to be an employee for a governmental agency, or entity. He knows that we have a lot of vacancies, and people look at the salaries, but he wants people to remember that there is also retirement and benefits associated with it. He wouldn't have the lifestyle he has today if weren't for him being able to work for a governmental agency. He wishes that people would take a harder look at everything combined in a job when you work for someone like the city. One thing that became evident about touring the city is that everything is so spread out, and somewhere down the road whether it is this Commission or another, we need to figure out a way to consolidate our buildings, structures, and employees. We need to have a central location to work from. Maybe that can be one of the topics that are discussed during our planning retreat.
- The victims with these code violations are not the people who are cited. The victims are the neighbors, and the city for having to pay the money out of the tax payer's dollars to clean up the properties. We need to understand that we need to have some more decisive action, and the actions need to be quicker. Also, if there is any way we can put pressure on our courts, we need to do that.

City Manager Swingle thanked Mayor Pro-Tem Hechler for recognizing the staff. They get a lot of heat in the community for the services they offer, or lack of services, which may be due to the condition of some of the equipment or facilities. The staff are really good at what they do. They do the best with what they have, and they don't have a lot as you saw. They don't have enough funding, and they don't have the facilities or equipment to do that top notch job that we all expect, but they absolutely do the best with what they have.

City Manager Swingle also touched on the consolidation of facilities, stating that he agrees that we need to look at consolidation sometime in the future.

**Commissioner Mitchell reported the following:**

- She has received concerns regarding the animal issues in the community. She suggested that we do something to get the new animal ordinance out to the public so that the public is aware of the new changes, and they know that we are moving forward in a progressive way on the issues.
- Fiesta is coming along very well. They have a lot of volunteers, and great ideas. They came up with the preliminary budget, and they have their treasurer. They are also accepting donations to T or C Fiesta 2022 at the Bank of the Southwest.

They also have donation forms that are going out by the end of this week for business sponsorships, and personal sponsorships. There is a lot of energy and work going into this by the community, the Commission, and the city employees.

- She thought that the Commissioner tour was fantastic. She worked for the city for 20 years, and she had never been to the Airport until Friday. It was very interesting, and impressive to see inside all of the different departments, and to get to see the staff at work.

**Commissioner Harrelson reported the following:**

- She has not heard anything back from the Administration at the Municipal School Districts for the Community Schools Program. She briefly spoke to Superintendent Segura about the direction they are looking at, but she has not had a chance to meet with them because their monthly meeting was changed to next week.

Mayor Forrister congratulated her on her new grandbaby.

**Mayor Forrister reported the following:**

- She thanked Bruce, Traci, and Tammy for setting up the City Commission department tour, because she feels like that is very important for any new Commissioner who is coming in. She was only able to attend half of the tour, but she looks forward to touring the remaining departments with Commissioner Harrelson. It is amazing just how well the departments operate while running on empty. She was very impressed. As a Commission, they are the ones who make the decisions for the budgets, so getting to visit the departments to see what the needs are was very helpful. The departments do a lot with what they have. Staff is incredible here at the city. They work tirelessly to get the job done.
- We have tons of vacancies that we need filled, and people really need to look at more than just the salaries which will be supposed to be updated here in the near future.
- She feels like Facebook is a great way to get things out there including new ordinances.
- She attended the Farm Bureau meeting. They are going to hold Ag Day this year, and it will be the kickoff to Fiesta. It will be that Friday of Fiesta weekend. They are changing it up, which she really likes to see. The first half will be how it normally is with the 3<sup>rd</sup> 4<sup>th</sup> and 5<sup>th</sup> grade students attending here at the Fairgrounds. The second half of it will be open to the public and the community.
- She is also in favor of a one stop shop facility for the city, because a lot of their time was wasted on the tour having to commute from place to place.

**F. CONSENT CALENDAR:**

- 1. City Commission Regular Minutes, February 9, 2022**
- 2. Acknowledge Regular Planning & Zoning Commission Minutes, January 6, 2022**
- 3. Take-home vehicle forms for the Police Department and Parks Department.**

Mayor Forrister explained that the take-home vehicle forms will now be added to the consent calendar, and it can be moved off of the calendar if we need to discuss it for any reason.

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

**G. ORDINANCES/RESOLUTIONS/ZONING:**

**1. Discussion/Action: Resolution No. 48 21/22 Budget Adjustment Resolution:**

Assistant City Manager Alvarez reviewed the Budget Adjustments provided in the packet.

**Commissioner Mitchell moved to approve Resolution No. 48 21/22 Budget Adjustment Resolution. Mayor Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**2. Discussion/Action: Publication of Ordinance No. 728 authorizing the sale of Real Property (Section 33, Township 13 South, Range 4 West) Pursuant to Section 3-54-1 NMSA 1978; Sale of Real Property:**

Assistant City Manager Alvarez explained that the city received an offer to purchase real property owned by the city. The proposed purchase price is \$64,600.00, which is equal to the appraised value. Pursuant to Section 3-54-1, the proposed agreement must be approved by ordinance. The property was advertised, and we received the full price of \$64,600.00 for the property.

**Mayor Pro-Tem Hechler moved to approve Publication of Ordinance No. 728 authorizing the sale of Real Property (Section 33, Township 13 South, Range 4 West) Pursuant to Section 3-54-1 NMSA 1978; Sale of Real Property. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**3. Discussion/Action: Publication of Ordinance No. 729 authorizing the sale of Real Property (Section 35, Township 13 South, Range 4 West) Pursuant to Section 3-54-1 NMSA 1978; Sale of Real Property:**

Assistant City Manager Alvarez explained that the property was advertised, and we only received one offer. The proposed purchase price is \$94,501.00, which is above appraised value of \$94,500.00. Pursuant to Section 3-54-1, the proposed agreement must be approved by ordinance. The property was donated to the city in 2016 by Cathie

and Marcia Burford, with the condition that in the event the property is sold, the city will memorialize the donation by using funds to purchase 3 benches to be installed at a city park bearing the names of Scott Burford, Michael Burford and Morry Burford.

**Mayor Pro-Tem Hechler moved to approve Publication of Ordinance No. 729 authorizing the sale of Real Property (Section 35, Township 13 South, Range 4 West) Pursuant to Section 3-54-1 NMSA 1978; Sale of Real Property. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**H. NEW BUSINESS:**

- 1. Discussion/Action: Approval of Task Order No. 111721 with Wilson and Company for Roadway & Drainage Improvements for Main Street District (MSD) Waterline Project 5192 CIF (Colonias Infrastructure Fund):**

Assistant City Manager Alvarez explained the city received funding for the Colonias Infrastructure Fund No. 5192-CIF for Flood Road & Drainage Improvements for MSD waterlines. This is for approval of the Task Order. We would like to procure Wilson & Company for this project. Once task order is approved, it will be added to the State Agreement, and then it will require approval from New Mexico Environment Department Construction Programs Bureau.

**Commissioner Mitchell moved to approve the Task Order No. 111721 with Wilson and Company for Roadway & Drainage Improvements for Main Street District (MSD) Waterline Project 5192 CIF (Colonias Infrastructure Fund). Commissioner Fahl and Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

- 2. Discussion/Action: Approval of Engineering Services Agreement with Wilson and Company for the Cantrell Dam Project WPF 5442 (Water Project Fund):**

Assistant City Manager Alvarez explained that the city has received an award letter for the Water Trust Board Project No. 5442, Cantrell Dam Flood Prevention Project and Design/Rehabilitation. This is to approve the contract with Wilson & Company for Engineering Services so we can get started on that.

**Commissioner Fahl moved to approve the Engineering Services Agreement with Wilson and Company for the Cantrell Dam Project WPF 5442 (Water Project Fund). Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**3. Discussion/Action: Presentation and consideration of the MainStreet Truth or Consequences Branding Logo:**

Item was tabled.

**4. Discussion/Action: Accept recommendation from the Planning & Zoning Board to approve the Summary Plat Amendment at 1616 N. Riverside:**

Assistant City Manager Alvarez explained that the application was submitted to the Planning & Zoning Board on February 17, 2022. The Planning & Zoning Board recommended approval of the Summary Plat Amendment. The applicant is wanting to combine his two parcels into one parcel for his development. He has a development agreement in place, and plans are being reviewed for a site-built home. There was one opponent, and one proponent who attended the meeting. The opponent was concerned about the fact that they were in an RV Dwelling right now, but that was approved, and they are allowed to be in the RV while they are developing the property.

**Commissioner Mitchell moved to approve the recommendation from the Planning & Zoning Board to approve the Summary Plat Amendment at 1616 N. Riverside. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**5. Discussion/Action: Accept recommendation from the Planning & Zoning Board to approve the Summary Plat Amendment and Variance at 101 Austin:**

Assistant City Manager Alvarez explained that the application was also submitted to the Planning & Zoning Commission on February 17, 2022. The Board recommended approval of the Summary Plat Amendment. There were no proponents, and only one opponent, but the opponent rescinded her disapproval once she realized she had the wrong property.

**Commissioner Mitchell moved to approve the recommendation from the Planning & Zoning Board to approve the Summary Plat Amendment and Variance at 101 Austin. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

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

Assistant City Manager Alvarez reviewed the Purchase Requisitions over \$20,000 that was provided in the packet.

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

**7. Discussion/Action: Review and approval of a new Promotions and Specialty Positions Policy for the Police Department:**

Chief of Police Rodriguez explained that this policy is an update to the existing policy. The new policy eliminates a lot of the requirements that the old policy had, and it leaves it up to the Chief of Police to set their requirements based on what is occurring at the department at the time for each specific position that may lead to a promotion.

**Commissioner Mitchell moved to approve the new Promotions and Specialty Positions Policy for the Police Department. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**8. Discussion/Action: Consideration of the appointment of a Governing Body Board Member to serve as a representative on the Jornada Resource Conservation & Development Council:**

City Manager Swingle explained that we had a request to have a board member serve on the Jornada Resource Conservation & Development Council. Therefore, the Commissioners need to make a determination on whether or not they want to appoint a member, and if so, who they want to appoint.

Discussion ensued regarding who would like to serve on the board.

**Mayor Forrister made a motion to appoint Commissioner Mitchell to serve as a member on the Jornada Resource Conservation & Development Council. Commissioner Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**I. EXECUTIVE SESSION:**

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

**Mayor Pro-Tem Hechler made a motion to go into executive session at 10:25 a.m. to discuss Purchase, Acquisition, or Disposal of Real Property (various properties) pursuant to 10-15-1(H.8). Commissioner Mitchell seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.**

Mayor Forrister reconvened the meeting in open session at 11:03 a.m.

CITY COMMISSION FEBRUARY 23, 2021 REGULAR MEETING MINUTES

**Mayor Pro-Tem Hechler certified that only matters pertaining to Purchase, Acquisition, or Disposal of Real Property (various properties) pursuant to 10-15-1(H.8) was discussed in Executive Session.**

**Mayor Pro-Tem Hechler made a motion to not accept the offer at 612 E. 2<sup>nd</sup> Street, and to accept the offer at 1308 Tin Street which is at the appraised value. The property at 612 E. 2<sup>nd</sup> will go back out for publication. Commissioner Mitchell seconded the motion. Motion carried unanimously.**

**J. ADJOURNMENT:**

**Commissioner Fahl moved to adjourn at 11:10 a.m. Commissioner Harrelson seconded the motion. Motion carried unanimously.**

**Passed and Approved this 9<sup>th</sup> day of March, 2022.**

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Amanda Forrister, Mayor

ATTEST:

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Angela A. Torres, CMC, City Clerk



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

Agenda Item #: F.2

**SUBJECT:** Acknowledge Regular Public Utility Advisory Board Minutes, January 10, 2022.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** March 1, 2022

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

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**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 3-9-2022

**CITY OF TRUTH OR CONSEQUENCES  
PUBLIC UTILITY ADVISORY BOARD  
MONDAY, JANUARY 10, 2022**

**MINUTES**

**REGULAR MEETING**

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, January 6, 2022 at 3:30 pm.

**CALL TO ORDER:**

The meeting was called to order by Chairman Szigeti.

**ROLL CALL:**

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

**ALSO PRESENT:**

Bruce Swingle, City Manager  
Bo Easley, Electric Department Head  
Ezekiel Alvarez, Water/Wastewater Department Forman  
Dawn C. Barclay, Deputy City Clerk

**1. APPROVAL OF AGENDA:**

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

**2. APPROVAL OF MINUTES:**

- a. Regular meeting of December 20, 2021.

Member Armijo made a motion to approve the December 20, 2021 minutes. Vice-Chairman Dornbusch seconded the motion. Motion carried unanimously.

**3. COMMENTS FROM THE PUBLIC:**

Betty Harper of Behalf of James Harper – Ms. Harper presented concerns on behalf of James Harper Jr regarding his utility billing. Ms. Harper's handout is made part of these minutes.

**SPECIAL NOTE:** Bruce Swingle, City Manager shared with the board the details related to Ms. Harper's claim. Mr. Swingle's comments are noted under the "Comments from the Board" section of these minutes.

**Ron Fenn** – Presented his opinion based on his submitted handout to the board, which has been made part of these minutes.

**Ariel Dougherty** – Presented her opinion based on her submitted handout to the board, which has been made part of these minutes.

**Jon Blemer** – Presented his opinion based on her submitted handout to the board, which has been made part of these minutes.

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

##### **a. Discussion/Action: Recommendation of Amendments to Ordinance No. 664 – Customer Generated Renewable Energy. George Szigeti, Chairman**

Chairman Szigeti started discussions on finalizing Ordinance 664. He began by clearing up some comments he felt needed to be addressed, they were; PRC, Avoided Costs, and Grandfathering.

The board discussed in detail Ordinance 664 that was provided in this meeting's agenda packet.

Chairman Szigeti made a motion to incorporate the following changes into Ordinance No. 664. Once the changes have been reviewed by the City Manager and City Attorney he will then present to the City Commission for approval;

- **Assign new ordinance number.**
- **Add wording "...or regulations in effect at the time of installation." to paragraph 1.b.**
- **Add wording "...constructs a system for the sole purpose of generating electricity to be sold..." to paragraph 1.b.**
- **Add wording "...the total cost of the electricity, including demand charges, transmission costs, and GRT divided by the total number of kilowatt-hours purchased by the electric department..." to paragraph 4.c.**
- **Add new wording "On the first utility billing after the effective date of this ordinance, all existing credits in cogenerating customers' accounts shall be refunded to the customers." as 4.e.**
- **Add wording to repeal Ordinance 664 to the final page of the new Ordinance.**

**Vice-Chairman Dornbusch seconded the motion. Roll call vote was taken.**

**Ron Pacourek, Member – Voted Ney**

**Don Armijo, Member – Voted Aye**

**Gil Avelar, Member – Voted Ney**

**Jeff Dornbusch, Vice-Chairman – Voted Aye**

**George Szigeti, Chairman – Voted Aye**

**Motion passed in favor, with a 3 to 2 vote. The revised version will be sent to all board members for review before going to the City Commission.**

## 5. REPORTS FROM THE BOARD:

**Vice-Chairman Dornbusch** - Stressed his concern for the need of a water utility forgiveness program. He would like to see this topic added back on to the agenda for discussion.

**Chairman Szigeti** – Expressed a concern to Mr. Harper’s “Public Comment”. He was unclear why the city computer program “Tyler” did not catch Mr. Harper’s excessive bill.

**Bruce Swingle, City Manager** – Elaborated on the concern the board had to Mr. Harper’s “Public Comment”. He expressed to the board numerous times that the city tried to contact Mr. Harper with phone calls, written correspondence, notices, and a visit to the property, which lead to Mr. Harper accosted city staff members who were there trying to rectify his water leak situation. After all those attempts, keeping in mind during this time there is a continuing water leak. The city was left with no other choice but to shut off the water due to no cooperation from Mr. Harper. Mr. Swingle went on to say that this situation does not meet any criteria for a water forgiveness consideration and the city has exhausted all its efforts trying to help Mr. Harper.

**Chairman Szigeti** – Confirmed with Mr. Swingle that the city utility office was aware of this anomaly and the city immediately took the proper steps to stop the flooding. Chairman Szigeti stated the scope of this situation is beyond the control of the Public Utility Advisory Board.

**Member Pacourek** – Made reference to Ordinance No. 712 reference “Water Rates”. He read part of a description focusing on the use of the words “rates” and “fees”. He felt the words were being used loosely and would like to see the words be used in their proper format.

## 6. REPORTS FROM STAFF:

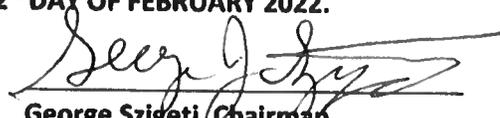
**Bruce Swingle, City Manager** – Informed the board that Jesse Cole, Water/Wastewater Department Head, was sick and was unable to attend the meeting. Attended in his place was Water/Wastewater Forman, Ezekiel Alvarez. Mr. Swingle gave an update on the two water pumps that are located on Morgan Street. These two pumps are beginning to show signs of needing repairs, so two repair kits have been ordered and should be fixed this week.

The Lift Station that is located on North Riverside is continuing to have issues. The city is looking into solutions internally and will provide an update to the board as to their progress.

## 7. ADJOURNMENT:

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

PASSED AND APPROVED ON THIS 22<sup>th</sup> DAY OF FEBRUARY 2022.

  
George Szigeti, Chairman  
Public Utility Advisory Board



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

*Agenda Item #: F.3*

**SUBJECT:** Accounts Payable, February 2022  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** February 25, 2022  
**SUBMITTED BY:** Ruby Otero, Accounts Payable  
**WHO WILL PRESENT THE ITEM:** Consent Calendar

**Summary/Background:**

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

**Recommendation:**

Approve the Accounts Payable summary for FEBRUARY 2022

**Attachments:**

- End of Month Accounts Payable Report by Fund

**Fiscal Impact (Finance):** Yes

All Funds Summary is a total of \$ 947,373.35

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

N/A

**Approved For Submittal By:**  Department Director

**Reviewed by:**  City Clerk  Finance  Legal  Other: Ruby Otero-Vallejos, 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 3-9-2022



Truth or Consequences

# Expense Approval Report

By Fund

Payable Dates 2/1/2022 - 2/28/2022

## PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 101 - General</b>					
LAS CRUCES SUN NEWS	0004326483	02/03/2022	OPEN PO FOR BID AND RFP AD...	101-1004-43740	404.98
BUD'S SMALL ENGINE REPAIR	017012	02/03/2022	BLADES	101-1009-47420	101.25
BUD'S SMALL ENGINE REPAIR	017012	02/03/2022	15W4D OIL	101-1009-47420	28.80
BUD'S SMALL ENGINE REPAIR	017012	02/03/2022	OIL FILTER	101-1009-47420	14.62
BUD'S SMALL ENGINE REPAIR	017012	02/03/2022	LABOR	101-1009-47420	194.74
BUD'S SMALL ENGINE REPAIR	017012	02/03/2022	INNER AIR FILTER	101-1009-47420	33.52
BUD'S SMALL ENGINE REPAIR	017012	02/03/2022	OUTER AIR FILTER	101-1009-47420	35.76
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	151.21
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	221.67
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	206.33
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	866.37
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	70.80
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	274.63
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	112.80
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	190.80
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	180.73
MANANA	101.22	02/03/2022	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
SIERRA COUNTY SENTINEL	108565	02/03/2022	OPEN PO FOR BID AND RFP AD...	101-1004-43740	113.38
SIERRA COUNTY SENTINEL	108629	02/03/2022	OPEN PO FOR BID AND RFP AD...	101-1004-43740	277.43
SIERRA COUNTY SENTINEL	108634	02/03/2022	OPEN PO FOR FY 21/22 PUBLIC...	101-1001-43740	308.89
SIERRA COUNTY SENTINEL	108635	02/03/2022	HELP WANTED ADS FY21-22 - O...	101-1004-43740	325.50
SIERRA COUNTY SENTINEL	108655	02/03/2022	1 YEAR NEWSPAPER SUBSCRIPT...	101-1003-43770	39.00
SIERRA COUNTY SENTINEL	108658	02/03/2022	1 YEAR SUBSCRIPTION FOR THE...	101-1007-43740	39.00
CITY UTILITIES	12022	02/03/2022	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	6,338.88
PROFESSIONAL DOCUMENT SYS...	133282	02/03/2022	LASERFISCHE RENEWAL OF SOF...	101-1001-47410	2,695.14
PROFESSIONAL DOCUMENT SYS...	133282	02/03/2022	CANNON DR- SCANNER (FINAN...	101-1001-47410	170.81
JAIME F. RUBIN, LLC	2122	02/03/2022	OPEN PO FOR LEGAL SERVICES	101-1000-43597	7,309.22
QUILL CORPORATION	22432521/22454820/22417553	02/03/2022	PEN REFILLS 2/PK	101-1003-44606	2.96
QUILL CORPORATION	22432521/22454820/22417553	02/03/2022	PEN REFILLS 6/PK	101-1003-44606	16.19
QUILL CORPORATION	22432521/22454820/22417553	02/03/2022	8.5"X11" PAPER 5 REAMS/CAR...	101-1003-44606	172.74
VALLEY VET SUPPLY	260199	02/03/2022	DISPOSABLE SYRINGES WITH N...	101-1006-44607	21.49
VALLEY VET SUPPLY	260199	02/03/2022	SLIP DOG LEAD	101-1006-44607	40.47
VALLEY VET SUPPLY	260199	02/03/2022	BRONCHI-SHIELD III DOG VACCI...	101-1006-44607	136.25
VALLEY VET SUPPLY	260199	02/03/2022	NOBIVAC FELINE 1-HCP+FELV C...	101-1006-44607	469.98
VALLEY VET SUPPLY	260199	02/03/2022	DURAMUNE MAX 5-CVK VACCI...	101-1006-44607	810.00
INSTA-COPY IMAGING	562558	02/03/2022	ANIMAL CONTROL TRAP AGRE...	101-1008-44607	29.24
SIERRA VETERINARY SERVICES,L...	64226,64306,64439	02/03/2022	VETERINARY SERVICES	101-1006-48598	452.61
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	STAPLES RECYCLED PAPER LEGA...	101-1004-44606	26.30
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	SCOTCH MAGIC TAPE REFILL 81...	101-1004-44606	32.60
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	1.25" BINDER CLIPS MEDIUM 1...	101-1004-44606	2.12
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	COSCO REPLACEMENT INK ROL...	101-1004-44606	5.15
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	AT A GLANCE APPOINTMENT B...	101-1004-44606	23.79

## Expense Approval Report

Payable Dates: 2/1/2022 - 2/28/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	OFFISTAMP BLACK INK REFILL 0...	101-1004-44606	6.29
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	PRONG FASTENER COMPRESSO...	101-1004-44606	6.25
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	ECONOMY SELF-ADHESIVE FAS...	101-1004-44606	14.93
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	POST-IT POP-UP NOTES R330-N...	101-1004-44606	12.26
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	TRU RED 8.5"X11" COPY PAPER ...	101-1004-44606	203.48
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	FELLOWES ADJUSTABLE KEYBO...	101-1004-44606	98.39
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	HEAVY DUTY 2" BINDER 6 COU...	101-1004-44606	82.58
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	DPS 11X17 COPY PAPER	101-1004-44606	76.04
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	STAPLES ONE-TOUCH 3-HOLE P...	101-1004-44606	11.24
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	DIAL COMPLETE ANTIBACTERIAL...	101-1004-44606	8.22
STAPLES CONTRACT & COMME...	8064998610/8064929931	02/03/2022	OFFISTAMP RED INK REFILL 034...	101-1004-44606	7.40
QUEST DIAGNOSTICS, INC.	9196695201	02/03/2022	SCREENING & MRO FEE FY21-22...	101-1004-48599	163.20
LYNN'S LANDSCAPE	9566	02/03/2022	FURNISH AND INSTALL CHAIN L...	101-1009-80846	17,956.21
LYNN'S LANDSCAPE	9623	02/03/2022	REPAIR SINK DRAINAGE IN BAT...	101-1009-43403	222.43
VERIZON WIRELESS	9898145718	02/03/2022	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	246.90
VERIZON WIRELESS	9898145718	02/03/2022	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	222.42
LASTING PAWS PET MEMORIAL ...	LC10391-I-0023	02/03/2022	ANIMAL CREMATION	101-1006-48599	278.20
INTERNATIONAL ASSOCIATION ...	M22-C683824	02/03/2022	MEMBERSHIP RENEWAL-JAMIE ...	101-1008-43770	65.00
XEROX CORP.	015219072	02/04/2022	BASE CHARGE/METER USAGE-...	101-1001-43465	371.32
XEROX CORP.	015219073,015219070	02/04/2022	BASE CHARGE/METER USAGE - ...	101-1004-43465	545.45
XEROX CORP.	015219075	02/04/2022	BASE CHARGE - METER USAGE ...	101-1007-43465	279.59
XEROX CORP.	015219077	02/04/2022	XEROX CHARGE/METER USAGE	101-1040-43465	379.97
XEROX CORP.	015219084	02/04/2022	XEROX METER READS	101-1014-43465	30.16
XEROX CORP.	015219096	02/04/2022	METER USAGE OPEN PO 21/22	101-1003-43465	307.61
XEROX CORP.	015219098	02/04/2022	BASE CHARGE/METER USAGE F...	101-1009-43465	220.21
NEW MEXICO GAS COMPANY, I...	020322	02/04/2022	GAS BILLS/ANIMAL SHELTER	101-1018-43780	425.65
NEW MEXICO GAS COMPANY, I...	020322	02/04/2022	GAS BILLS/NM WORKFORCE C...	101-1018-43780	223.65
NEW MEXICO GAS COMPANY, I...	020322	02/04/2022	GAS BILLS/GENERAL	101-1018-43780	4,300.05
TDS	.02012022	02/10/2022	INTERNET SERVICE/PD OPEN PO...	101-1007-43775	149.00
STANTEC CONSULTING SERVICE...	.1884696.	02/10/2022	DEVELOPMENT REVIEW 1616 N...	101-1010-48598	763.60
TRANS UNION RISK & ALTERNAT...	.02012022	02/10/2022	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	119.00
AJ PREP SALES AND SERVICE	020422	02/10/2022	LOCKING OF PARK FACILITIES P...	101-1009-48599	350.00
TURTLEBACK PEST CONTROL, I...	02072022	02/10/2022	TURTLEBACK PEST CONTROL SE...	101-1014-43403	728.04
TYLER TECHNOLOGIES, INC.	025-365379.1	02/10/2022	Incode 10-1099 Process	101-1004-42720	162.75
TYLER TECHNOLOGIES, INC.	025-365379.2	02/10/2022	INCODE 10 FINANCIALS-AP 1099...	101-1004-42720	162.75
COPPLER LAW FIRM, P.C.	11297	02/10/2022	OPEN PO FOR LEGAL SERVICES	101-1000-43597	143.79
NM SELF INSURERS FUND	12312021	02/10/2022	ANNUAL LIABILITY DEDUCTIBLES...	101-1007-46732	1,630.14
NM SELF INSURERS FUND	12312021	02/10/2022	ANNUAL LIABILITY DEDUCTIBLES...	101-1018-46732	1,630.13
CHAPARRAL SURVEYING, LLC	12722	02/10/2022	612 E SECOND AVENUE	101-1010-48598	855.50
SUN VALLEY, INC.	161713/6	02/10/2022	7" 100 PK CABLE TIE	101-1009-44607	16.99
SUN VALLEY, INC.	161713/6	02/10/2022	8" BLACK CABLE TIE	101-1009-44607	9.49
SUN VALLEY, INC.	161713/6	02/10/2022	DISCOUNT	101-1009-44607	-3.22
SUN VALLEY, INC.	161713/6	02/10/2022	8" WHITE CABLE	101-1009-44607	37.96
SUN VALLEY, INC.	161771/6	02/10/2022	KITCHEN FAUCET	101-1014-43403	78.84
SUN VALLEY, INC.	161825/6	02/10/2022	EC GAL ENAM PASTEL PAINT BA...	101-1014-43403	194.70
STANTEC CONSULTING SERVICE...	1884696	02/10/2022	DEVELOPMENT REVIEW MORG...	101-1010-48598	4,388.75
STANTEC CONSULTING SERVICE...	1884696	02/10/2022	SILVER CITY NMGR @ 8.0%	101-1010-48598	351.10
STANTEC CONSULTING SERVICE...	1884696.	02/10/2022	DEVELOPMENT REVIEW 905 PA...	101-1010-48598	4,448.52
SIERRA VISTA HOSPITAL / SIERR...	43759C15467	02/10/2022	COLLECTION FEE FY21-22 OPEN...	101-1004-48599	50.00
WEX BANK	.02012022	02/18/2022	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	601.61
SNAP-ON TOOLS COMPANY, LLC	01122252095	02/18/2022	COVER MOBILE WORKSTATION	101-1012-44607	287.25
SNAP-ON TOOLS COMPANY, LLC	01122252095	02/18/2022	1 1/4 IN QC KEYLESS DRILL CHU...	101-1012-44607	31.25
SNAP-ON TOOLS COMPANY, LLC	01122252095	02/18/2022	14.4V 1/4" QC IMPACT BODY O...	101-1012-44607	228.95
SNAP-ON TOOLS COMPANY, LLC	01122252095	02/18/2022	14.4 V 2.5 AHR BATTERY BLACK	101-1012-44607	215.90
SNAP-ON TOOLS COMPANY, LLC	01122252095	02/18/2022	14.4 LION CHARGER BLACK	101-1012-44607	66.95
WEX BANK	01312022	02/18/2022	UNLEADED FUEL WEX CARD	101-1014-43316	581.94
WEX BANK	02012022	02/18/2022	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	4,861.93
SECRETARY OF STATE	02072022	02/18/2022	NOTARY APPLICATION	101-1007-43770	30.00
SPECTRUM TECHNOLOGIES	1234424	02/18/2022	ANNUAL MAINTENANCE CONT...	101-1010-43770	974.81
IWORQ SYSTEMS	197003	02/18/2022	P&Z PERMIT AND CODE COMPL...	101-1010-43770	2,880.00

## Expense Approval Report

Payable Dates: 2/1/2022 - 2/28/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY UTILITIES	21522	02/18/2022	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	52.44
MIDDLE RIO GRANDE ECONOM...	21622	02/18/2022	ANNUAL MEMBERSHIP TO MID...	101-1000-43770	500.00
CITY UTILITIES	21622	02/18/2022	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	2,891.30
QUILL CORPORATION	22680451	02/18/2022	GEL PENS FINE POINT BLUE INK...	101-1010-44606	15.29
QUILL CORPORATION	22680451	02/18/2022	GEL PENS FINE POINT BLACK IN...	101-1010-44606	30.58
QUILL CORPORATION	22680451	02/18/2022	8.5" x 14" COPY PAPER REAM	101-1010-44606	62.58
ALARM CONTROL TECHNOLOGI...	23596/23597	02/18/2022	FIRE ALARM MONITORING	101-1014-47410	53.94
LAS CRUCES PHYSICIAN SERVIC...	3282K1928	02/18/2022	ANABOLIC STEROID	101-1007-48598	175.00
LAS CRUCES PHYSICIAN SERVIC...	3282K1928	02/18/2022	PHYSICAL EXAMINATION	101-1007-48598	160.73
LAS CRUCES PHYSICIAN SERVIC...	3282K1928	02/18/2022	DRUG SCREEN-10 PANEL	101-1007-48598	32.00
LAS CRUCES PHYSICIAN SERVIC...	3282K1928	02/18/2022	RPR-SEROLOGY	101-1007-48598	30.00
LAS CRUCES PHYSICIAN SERVIC...	3282K1928	02/18/2022	BAT	101-1007-48598	30.00
LAS CRUCES PHYSICIAN SERVIC...	3282K1928	02/18/2022	AUDIOGRAM	101-1007-48598	25.00
LAS CRUCES PHYSICIAN SERVIC...	3282K1928	02/18/2022	EKG	101-1007-48598	30.00
LAS CRUCES PHYSICIAN SERVIC...	3282K1928	02/18/2022	COMPLETE URINALYSIS	101-1007-48598	12.00
LAS CRUCES PHYSICIAN SERVIC...	3282K1928	02/18/2022	CBC	101-1007-48598	12.00
LAS CRUCES PHYSICIAN SERVIC...	3282K1928	02/18/2022	TB	101-1007-48598	12.00
LAS CRUCES PHYSICIAN SERVIC...	3282K1928	02/18/2022	BLOOD CHEMISTRY (CHEM 30)	101-1007-48598	12.00
ARENAS VALLEY ANIMAL CLINIC...	330436/330788/329709/33302...	02/18/2022	GETTING ANIMALS FIXED	101-1006-48598	329.97
NU-WAY LAUNDRY & CLEANERS	36916	02/18/2022	CARPET CLEANING SERVICE	101-1014-44607	114.99
TESTON'S FREEWAY CHEVRON	3994	02/18/2022	OPEN PO FY21/22 FUEL PURCH...	101-1013-43316	197.16
TESTON'S FREEWAY CHEVRON	4030	02/18/2022	TESTOS FUEL/OIL OPEN P.O. FY ...	101-1009-43316	215.81
THALES DIS USA, INC.	450388	02/18/2022	FINGERPRINT BACKGROUND	101-1007-48598	8.30
TALON SEPTIC & POTTY SERVICE	533	02/18/2022	RENTAL OF PORTABLE TOILETS ...	101-1009-43465	800.00
LEAVITT GROUP SOUTHWEST I...	697425	02/18/2022	MISCELLANEOUS CONDITIONAL...	101-1007-43770	10.00
LEAVITT GROUP SOUTHWEST I...	697425	02/18/2022	NOTARY SUPPLIES	101-1007-43770	27.00
LEAVITT GROUP SOUTHWEST I...	697425	02/18/2022	BOND-NEW BUSINESS	101-1007-43770	50.00
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	221.66
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	200.39
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	855.08
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	70.80
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	306.63
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	112.80
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	196.80
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	180.73
INTEGRATED TECHNOLOGIES G...	7333	02/18/2022	TAX	101-1002-44613	28.90
INTEGRATED TECHNOLOGIES G...	7333	02/18/2022	OUTDOOR CAMERA	101-1002-44613	108.00
INTEGRATED TECHNOLOGIES G...	7333	02/18/2022	LABOR INSTALL CONFIGURE	101-1002-44613	340.00
ALBUQUERQUE PUBLISHING CO	I0001535516-01070	02/18/2022	OPEN PO FOR BID AND RFP AD...	101-1004-43740	153.18
ALBUQUERQUE PUBLISHING CO	I0001536403-0114	02/18/2022	OPEN PO FOR BID AND RFP AD...	101-1004-43740	313.70
NEW MEXICO OFFICE SUPPLY	LC-00170	02/18/2022	NOTARY STAMP AND JOURNAL	101-1007-44606	44.99
BUD'S SMALL ENGINE REPAIR	017010	02/24/2022	OIL	101-1009-47420	9.98
BUD'S SMALL ENGINE REPAIR	017010	02/24/2022	OIL FILTER	101-1009-47420	16.19
BUD'S SMALL ENGINE REPAIR	017010	02/24/2022	FUEL FILTER	101-1009-47420	10.66
BUD'S SMALL ENGINE REPAIR	017010	02/24/2022	AIR FILTER	101-1009-47420	26.99
BUD'S SMALL ENGINE REPAIR	017010	02/24/2022	LABOR	101-1009-47420	129.83
BUD'S SMALL ENGINE REPAIR	017010	02/24/2022	SPARK PLUGS	101-1009-47420	9.98
BUD'S SMALL ENGINE REPAIR	017010	02/24/2022	SHIPPING	101-1009-47420	7.49
BUD'S SMALL ENGINE REPAIR	017010	02/24/2022	BREAKER ARM	101-1009-47420	23.71
BUD'S SMALL ENGINE REPAIR	017010	02/24/2022	PPA	101-1009-47420	5.00
CHAPARRAL SURVEYING, LLC	21622	02/24/2022	ACCOUNT NO. 16327 - UPC 302...	101-1010-48598	1,817.94
XEROX CORP.	015448478	02/25/2022	BASE CHARGE/METER USAGE...	101-1001-43465	367.70
XEROX CORP.	015448481	02/25/2022	BASE CHARGE - METER USAGE ...	101-1007-43465	318.14
XEROX CORP.	015448501	02/25/2022	METER USAGE OPEN PO 21/22	101-1003-43465	297.31
XEROX CORP.	015448503	02/25/2022	BASE CHARGE/METER USAGE F...	101-1009-43465	217.34

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XEROX CORP.	015557287	02/25/2022	XEROX CHARGE/METER USAGE	101-1040-43465	245.76
XEROX CORP.	015575103/716631148	02/25/2022	BASE CHARGE/METER USAGE - ...	101-1004-43465	554.63
WINDSTREAM CORPORATION	21822	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	115.73
QUILL CORPORATION	22650223	02/25/2022	COMBO KEYBOARD AND MOUSE	101-1002-44606	44.09
QUILL CORPORATION	22650223	02/25/2022	INK 902	101-1002-44606	78.29
QUILL CORPORATION	22650223	02/25/2022	FACE MASK 3PLY BLACK	101-1002-44606	49.98
QUILL CORPORATION	22650223	02/25/2022	MAGNETIC DRY ERASE WHITEB...	101-1002-44606	26.99
QUILL CORPORATION	22650223	02/25/2022	FULL CALENDAR DRY ERASE 26...	101-1002-44606	28.79
QUILL CORPORATION	22650223	02/25/2022	FILE FOLDER GRAY	101-1002-44606	50.38
QUILL CORPORATION	22650223	02/25/2022	INK 952 PACK	101-1002-44606	108.89
QUILL CORPORATION	22650223	02/25/2022	FILE COPY STAMP	101-1002-44606	11.51
QUILL CORPORATION	22650223	02/25/2022	LYSOL	101-1002-44606	75.99
QUILL CORPORATION	22650223	02/25/2022	COPY PAPER	101-1002-44606	323.88
QUILL CORPORATION	22650223	02/25/2022	HAND SANITIZER CARTON	101-1002-44606	69.99
QUILL CORPORATION	22650223	02/25/2022	MEETING NOTEBOOK	101-1002-44606	63.66
QUILL CORPORATION	22650223	02/25/2022	MESH HOLDER	101-1002-44606	5.66
QUILL CORPORATION	22650223	02/25/2022	DOCKET TABLET	101-1002-44606	66.36
QUILL CORPORATION	22650223	02/25/2022	HANGING FILE FOLDERS	101-1002-44606	64.77
QUILL CORPORATION	22650223	02/25/2022	BINDER 1 1/2	101-1002-44606	9.52
QUILL CORPORATION	22650223	02/25/2022	INDEX A-Z DIVIDERS	101-1002-44606	10.16
QUILL CORPORATION	22650223	02/25/2022	MONTHLY DIVIDERS 12	101-1002-44606	11.32
QUILL CORPORATION	22650223	02/25/2022	TAPE REFILL	101-1002-44606	26.09
QUILL CORPORATION	22650223	02/25/2022	BUSINESS CARD HOLDER	101-1002-44606	5.75
QUILL CORPORATION	22650223	02/25/2022	MASKS KN95	101-1002-44606	35.99
QUILL CORPORATION	22650223	02/25/2022	DUSTER 4 PACK	101-1002-44606	30.59
QUILL CORPORATION	22650223	02/25/2022	2022 AT A GLANCE REFILL	101-1002-44606	18.89
QUILL CORPORATION	22650223	02/25/2022	BINDERS 1 INCH PACK	101-1002-44606	18.71
QUILL CORPORATION	22650223	02/25/2022	BINDER 1/2 "	101-1002-44606	17.52
QUILL CORPORATION	22650223	02/25/2022	BINDER POCKET	101-1002-44606	16.18
QUILL CORPORATION	22650223	02/25/2022	PENCILS #2 PACK	101-1002-44606	13.76
QUILL CORPORATION	22650223	02/25/2022	FACE MASK REUSABLE 3 PACK	101-1002-44606	13.49
QUILL CORPORATION	22650223	02/25/2022	TELEPHONE SHOULDER REST	101-1002-44606	21.58
QUILL CORPORATION	22650223	02/25/2022	MESSAGE PAD	101-1002-44606	21.57
QUILL CORPORATION	22650223	02/25/2022	USB 5 PACK	101-1002-44606	29.99
QUILL CORPORATION	22650223	02/25/2022	BATTERIES AAA	101-1002-44606	19.99
QUILL CORPORATION	22650223	02/25/2022	BATTERIES AA	101-1002-44606	19.99
QUILL CORPORATION	22650223	02/25/2022	GEL PENS MED	101-1002-44606	20.69
QUILL CORPORATION	22650223	02/25/2022	PROFESSIONAL NOTEPAD	101-1002-44606	25.19
QUILL CORPORATION	22650223	02/25/2022	UNDATED BLUE LINE NOTE PRO	101-1002-44606	54.78
QUILL CORPORATION	22650223	02/25/2022	FIRST AID KIT	101-1002-44606	19.34
QUILL CORPORATION	22650223	02/25/2022	FILE FOLDERS JAN-DEC	101-1002-44606	22.31
QUILL CORPORATION	22650223	02/25/2022	KEYBOARD WIRLESS	101-1002-44606	22.49
QUILL CORPORATION	22650223	02/25/2022	FILE GUIDES GRAY	101-1002-44606	56.12
QUILL CORPORATION	22650223	02/25/2022	FACE MASK 3PLY GRAY	101-1002-44606	24.99
QUILL CORPORATION	22650223	02/25/2022	FACE MASK SE	101-1002-44606	24.99
QUILL CORPORATION	22650223	02/25/2022	FACE MASKS ASSORTED	101-1002-44606	24.99
QUILL CORPORATION	22906293	02/25/2022	LAMINATING POUCHES 100/BOX	101-1003-44606	44.99
QUILL CORPORATION	22906293	02/25/2022	1.5" BINDER	101-1003-44606	14.38
QUILL CORPORATION	22906293	02/25/2022	DRY ERASE KIT	101-1003-44606	9.89
QUILL CORPORATION	22906293	02/25/2022	PERMANENT MARKERS 12/PK	101-1010-44606	9.89
QUILL CORPORATION	22906293	02/25/2022	ADDRESS LABELS 3000/PK	101-1010-44606	35.09
STAPLES CONTRACT & COMME...	8065275219	02/25/2022	PRINTER INK COMBO	101-1006-44606	317.61
STAPLES CONTRACT & COMME...	8065275219	02/25/2022	PENS	101-1006-44606	58.20
STAPLES CONTRACT & COMME...	8065275219	02/25/2022	FILE BOX	101-1006-44606	48.43
STAPLES CONTRACT & COMME...	8065275219	02/25/2022	BLEACH	101-1006-44607	20.92
STAPLES CONTRACT & COMME...	8065275219	02/25/2022	PAPER TOWELS	101-1006-44607	37.13
STAPLES CONTRACT & COMME...	8065275219	02/25/2022	LAUNDRY DETERGENT	101-1006-44607	47.48
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1001-43775	275.86
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1002-43775	183.84
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	231.65

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1004-43775	247.46
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1006-43775	109.57
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	997.08
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	176.40
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1009-43775	144.81
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1010-43775	92.90
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1011-43775	69.52
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1012-43775	85.11
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1014-43775	108.31
<b>Fund 101 - General Total:</b>					<b>96,723.67</b>

Fund: 201 - Corrections

ADMINISTRATIVE OFFICE OF	01312022	02/03/2022	PAY DWI & COURT AUTO FEES ...	201-1903-44805	122.00
NM JUDICIAL EDUCATION CENT...	01312022	02/03/2022	PAY JUDICIAL FEES FY 21/22 OP...	201-1903-44805	66.00
SIERRA COUNTY TREASURER	02012022	02/18/2022	PRISONER CARE OPEN PO FY JU...	201-1903-48710	2,420.00
<b>Fund 201 - Corrections Total:</b>					<b>2,608.00</b>

Fund: 209 - Fire

JET-SON GARAGE & HOBBIE	11635	02/03/2022	LABOR TO REMOVE AND INSTA...	209-1603-47420	130.00
CITY UTILITIES	12022	02/03/2022	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	180.11
MUNICIPAL EMERGENCY SERVI...	IN1669171	02/03/2022	ENERGIZER INDUSTRIAL ALK AAA	209-1603-43999	83.52
MUNICIPAL EMERGENCY SERVI...	IN1669171	02/03/2022	SHIPPING	209-1603-43999	60.00
MUNICIPAL EMERGENCY SERVI...	IN1669171	02/03/2022	6' AMERICAN HOOK HIVIZ LIME...	209-1603-43999	91.08
MUNICIPAL EMERGENCY SERVI...	IN1669171	02/03/2022	ENERGIZER INDUSTRIAL ALK AA	209-1603-43999	83.52
MUNICIPAL EMERGENCY SERVI...	IN1669171	02/03/2022	6' AMERICAN HOOK HIVIZ LIME...	209-1603-43999	71.99
MUNICIPAL EMERGENCY SERVI...	IN1669171	02/03/2022	FIRE VULCAN LED VEHICLE MO...	209-1603-43999	340.16
MUNICIPAL EMERGENCY SERVI...	IN1669171	02/03/2022	SALVAGE COVER 18 OZ 12'X14'	209-1603-43999	419.58
MUNICIPAL EMERGENCY SERVI...	IN1669171	02/03/2022	AKRON NOZZLES 1.5" 300 GPM...	209-1603-43999	1,420.00
MUNICIPAL EMERGENCY SERVI...	IN1669171	02/03/2022	VLV BALL INTAKE VALVE W/ CAP	209-1603-43999	1,728.03
MUNICIPAL EMERGENCY SERVI...	IN1669171	02/03/2022	6' DRYWALL HOOK HIVIZ LIME ...	209-1603-43999	242.84
XEROX CORP.	015219100	02/04/2022	BASE CHARGE/METER USAGE O...	209-1603-43465	261.47
NEW MEXICO GAS COMPANY, I...	020322	02/04/2022	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	363.43
NEW MEXICO GAS COMPANY, I...	020322	02/04/2022	GAS BILLS/FIRE STATION	209-1603-43780	835.22
MEGAHERTZ COMPUTER CONS...	53229	02/10/2022	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
CITY UTILITIES	21622	02/18/2022	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	232.88
TESTON'S FREEWAY CHEVRON	4021	02/18/2022	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	228.40
LYNN'S LANDSCAPE	9681	02/24/2022	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	396.03
XEROX CORP.	015448505	02/25/2022	BASE CHARGE/METER USAGE O...	209-1603-43465	283.87
WINDSTREAM CORPORATION	21822	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	118.51
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	188.41
<b>Fund 209 - Fire Total:</b>					<b>7,813.30</b>

Fund: 211 - Law Enforce Prot

THE LINE, LLC	1454	02/03/2022	UNIFORM ITEMS FOR SHANTEL...	211-2003-44573	762.61
INSTA-COPY IMAGING	562558	02/03/2022	CONTINGENCY EXENDITURE RE...	211-2003-44607	241.98
INTERNAL SERVICE FUND	907644	02/03/2022	MAINTENANCE FOR DEPT VEHI...	211-2003-47420	135.36
AMAZON CAPITAL SERVICES, IN...	1G69-KHG4-9PKR	02/18/2022	DRIVER SIDE DOOR MIRROR	211-2003-47420	92.99
AMAZON CAPITAL SERVICES, IN...	1PLR-DYDR-NVHN	02/18/2022	12V CAR CHARGER FOR BROTH...	211-2003-44607	79.95
SIERRA AUTO/CARQUEST	294553	02/18/2022	CURVED RADIATOR HOSE	211-2003-47420	29.34
SIERRA AUTO/CARQUEST	294553	02/18/2022	THERMOSTAT 180F	211-2003-47420	6.76
SIERRA AUTO/CARQUEST	294553	02/18/2022	WATER OUTLET GASKET	211-2003-47420	7.88
SIERRA AUTO/CARQUEST	294685	02/18/2022	CAP COOLANTE BOTTLE	211-2003-47420	4.86
SIERRA AUTO/CARQUEST	294685	02/18/2022	ANTIFREEZE/ ZXG0SRU1	211-2003-47420	39.22
SIERRA AUTO/CARQUEST	294685	02/18/2022	GREASE GUN ADAPTER	211-2003-47420	6.22
SIERRA AUTO/CARQUEST	295017	02/18/2022	TRANSMISSION FILTER KIT	211-2003-47420	22.29
SIERRA AUTO/CARQUEST	295210	02/18/2022	FILLER FUEL LINE NECK GROM...	211-2003-47420	13.69
SIERRA AUTO/CARQUEST	295298	02/18/2022	FUEL PRESSURE SENSOR	211-2003-47420	147.99
SIERRA AUTO/CARQUEST	295428	02/18/2022	WINDSHIELD WIPER BLADES 22" ..	211-2003-47420	17.78
WAC UPFITTERS	8060	02/18/2022	LABOR	211-2003-44840	91.69
WAC UPFITTERS	8060	02/18/2022	NERGY 400 SERIES HANDHELD ...	211-2003-44840	420.00
WAC UPFITTERS	8089	02/18/2022	SOUNDOFF SIGNAL PAR 46 UNI...	211-2003-44840	180.00
WAC UPFITTERS	8089	02/18/2022	LABOR	211-2003-44840	183.39

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WAC UPFITTERS	8089	02/18/2022	UNITY MOUNTING KIT-INSTALL...	211-2003-44840	42.00
WAC UPFITTERS	8089	02/18/2022	6 IN. SPOTLIGHT-HI INTENSITY-...	211-2003-44840	176.00
AMAZON CAPITAL SERVICES, IN...	1QPX-JV1K-1MDM	02/24/2022	BROTHER MOBILE PRINTER PAP...	211-2003-44607	187.95
AMAZON CAPITAL SERVICES, IN...	1RF6-6JCR-C1X6	02/24/2022	BROTHER POCKETJET PJ762 DIR...	211-2003-44840	3,040.45
AMAZON CAPITAL SERVICES, IN...	1RF6-6JCR-C1X6	02/24/2022	EXTERNAL BLURAY DVD DRIVE	211-2003-44840	93.95
AMAZON CAPITAL SERVICES, IN...	1RF6-6JCR-C1X6	02/24/2022	READYWIRED USB CABLE CORD...	211-2003-44840	56.55
AMAZON CAPITAL SERVICES, IN...	1RF6-6JCR-C1X6	02/24/2022	PROMOTIONAL DISCOUNT	211-2003-44840	-248.07
<b>Fund 211 - Law Enforce Prot Total:</b>					<b>5,832.83</b>

Fund: 214 - Lodgers Tax

GENERAL FUND	01312022	02/03/2022	LODGER'S TAX ADMIN FEE FY 2...	214-2503-47595	15,000.00
CHAMBER OF COMMERCE	12822	02/03/2022	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	4,500.00
VETERANS MEMORIAL TRUST B...	13022	02/03/2022	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	289.62
RUANNA WALDRUM	1121	02/10/2022	WEBSITE AND MULTI-MEDIA U...	214-2503-60596	411.37
GERONIMO TRAIL SCENIC BYW...	11422	02/18/2022	OPEN PO FOR LODGERS TAX SE...	214-2503-48599	416.66
SIERRA COUNTY ARTS COUNCIL	21622	02/18/2022	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	1,149.99
LINDMARK OUTDOOR MEDIA	INV28966/INV28967	02/18/2022	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	824.92
<b>Fund 214 - Lodgers Tax Total:</b>					<b>22,592.56</b>

Fund: 216 - Muni Street

REED'S TIRE CENTER	10424	02/03/2022	25X11-12 CARLISLE ATV TIRES	216-4503-47420	294.00
PAVEMENT SEALANTS & SUPPLY	20752	02/03/2022	HIGH PERFORMANCE PERMAN...	216-4503-43550	5,574.04
INTERNAL SERVICE FUND	907644	02/03/2022	MAINTENANCE FOR DEPT VEHI...	216-4503-43316	71.70
INTERNAL SERVICE FUND	907644	02/03/2022	MAINTENANCE FOR DEPT VEHI...	216-4503-47420	153.37
SOUTHWEST CONSTRUCTION P...	91925	02/03/2022	GRADER BLADE	216-4503-47420	270.00
CENTURY EQUIPMENT COMPA...	AP21945	02/03/2022	O-RING FOR FRONT AXLE (V05C...	216-4503-47420	40.28
CENTURY EQUIPMENT COMPA...	AP21945	02/03/2022	RING SEAL FOR FRONT AXLE (V...	216-4503-47420	58.41
CENTURY EQUIPMENT COMPA...	AP21945	02/03/2022	OIL RING SEAL FRONT AXLE (VO...	216-4503-47420	120.36
CENTURY EQUIPMENT COMPA...	AP21989	02/03/2022	RING SEAL V05C05	216-4503-47420	66.26
BORDER INTERNATIONAL TRUC...	X40072245.01	02/03/2022	HAND BRAKE SHOES	216-4503-47420	354.58
P & T MACHINE LLC	372121	02/10/2022	DRILL TAP & INSTALL GREASE FI...	216-4503-47420	32.23
P & T MACHINE LLC	372121	02/10/2022	REMOVE BEARING & STUD ON ...	216-4503-47420	60.00
B & H OIL CO.	52876-52891	02/10/2022	RED DIESEL	216-4503-43316	1,413.55
FOXWORTH-GALBRAITH	703756	02/10/2022	LOPPER ANVIL COMPOUND	216-4503-44607	79.98
AMAZON CAPITAL SERVICES, IN...	1X6T-LK7W-PGMC	02/18/2022	COMPOSITE TOE BOOTS- BRYAN...	216-4503-44615	169.99
SIERRA AUTO/CARQUEST	294557	02/18/2022	HOSE BARBS	216-4503-47420	2.99
SIERRA AUTO/CARQUEST	294557	02/18/2022	210860 BUSHING (SUPERSEDE ...	216-4503-47420	7.00
SIERRA AUTO/CARQUEST	294557	02/18/2022	HOSE COUPLING (SUPERSEDED ...	216-4503-47420	13.72
SIERRA AUTO/CARQUEST	295299	02/18/2022	BATTERY - LAWN/GARDEN	216-4503-47420	47.70
SIERRA AUTO/CARQUEST	295299	02/18/2022	PRIMARY BULT 5/16	216-4503-47420	17.92
TESTON'S FREEWAY CHEVRON	4029	02/18/2022	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	834.93
P & T MACHINE LLC	372128	02/24/2022	SPHERICAL BEARING FOR HYDR...	216-4503-47420	60.00
<b>Fund 216 - Muni Street Total:</b>					<b>9,743.01</b>

Fund: 294 - State Library

OCLC, INC.	1000185885	02/03/2022	INTERLIBRARY LOAN SERVICE FY..	294-5003-60834	201.66
XEROX CORP.	105219093,105316511	02/04/2022	METER USAGE - OPEN PO FY 20...	294-5003-43465	15.10
TDS	02012022	02/10/2022	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
XEROX CORP.	015448498/015557289	02/25/2022	METER USAGE - OPEN PO FY 20...	294-5003-43465	14.67
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	294-5003-43775	165.86
<b>Fund 294 - State Library Total:</b>					<b>497.24</b>

Fund: 295 - Muni Pool

NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	27.18
CITY UTILITIES	12022	02/03/2022	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	916.33
XEROX CORP.	015219083	02/04/2022	BASE CHARGE /METER USAGE	295-4803-43465	31.37
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	28.80
XEROX CORP.	015448487	02/25/2022	BASE CHARGE /METER USAGE	295-4803-43465	30.72
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	295-4803-43775	28.37
<b>Fund 295 - Muni Pool Total:</b>					<b>1,062.77</b>

Fund: 296 - PD GRT

PHIL LONG FORD OF RATON, LLC	11584	02/03/2022	REVERSE SENSING	296-2403-80810	425.00
PHIL LONG FORD OF RATON, LLC	11584	02/03/2022	REMOTE KEYLESS ENTRY	296-2403-80810	590.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PHIL LONG FORD OF RATON, LLC	11584	02/03/2022	2021 FORD EXPLORER POLICE I...	296-2403-80810	36,059.00
PHIL LONG FORD OF RATON, LLC	11584	02/03/2022	BLIND SPOT MONITORING	296-2403-80810	745.00
PHIL LONG FORD OF RATON, LLC	11584	02/03/2022	ENGINE IDLE FEATURE	296-2403-80810	390.00
WAC UPFITTERS	7969	02/04/2022	MPOWER UNDER TAILGATE RE...	296-2403-80810	115.00
WAC UPFITTERS	7969	02/04/2022	MPOWER LIGHT PASSENGER M...	296-2403-80810	230.00
WAC UPFITTERS	7969	02/04/2022	SINGLE MOUNT WITH HANDCU...	296-2403-80810	370.00
WAC UPFITTERS	7969	02/04/2022	JOTTO LOWER EXTENSION PAN...	296-2403-80810	114.00
WAC UPFITTERS	7969	02/04/2022	PUTCO METAL 360 LED 3157 R...	296-2403-80810	88.00
WAC UPFITTERS	7969	02/04/2022	NERGY 400 SERIES HANDHELD ...	296-2403-80810	398.00
WAC UPFITTERS	7969	02/04/2022	LABOR	296-2403-80810	425.00
WAC UPFITTERS	7969	02/04/2022	SOUND OFF MPOWER DRIVER ...	296-2403-80810	115.00
WAC UPFITTERS	7969	02/04/2022	SOUND OFF MPOWE PASSENG...	296-2403-80810	115.00
WAC UPFITTERS	7969	02/04/2022	KENWOOD PACKAGE	296-2403-80810	75.00
WAC UPFITTERS	7969	02/04/2022	GEN 2 UNIVERSAL GUN LOCK	296-2403-80810	150.00
WAC UPFITTERS	7969	02/04/2022	SOUNDOFF SIGNAL DRIVER SIDE..	296-2403-80810	166.00
WAC UPFITTERS	7969	02/04/2022	SOUND OFF PASSENGER SIDE P...	296-2403-80810	166.00
WAC UPFITTERS	7969	02/04/2022	SOUND OFF 100 J5 SPEAKER	296-2403-80810	171.00
WAC UPFITTERS	7969	02/04/2022	PUTCO METAL 360 LED 3157 W...	296-2403-80810	88.00
WAC UPFITTERS	7969	02/04/2022	MPOWER LIGHT DRIVER MIRR...	296-2403-80810	230.00
WAC UPFITTERS	7969	02/04/2022	LIGHTS AND SIRENS NFORCE 8 ...	296-2403-80810	998.00
WAC UPFITTERS	7969	02/04/2022	WIRING AND LABOR 911 CIRCU...	296-2403-80810	621.00
WAC UPFITTERS	7969	02/04/2022	SOUNDOFF 4' LIGHT BRACKET	296-2403-80810	14.60
WAC UPFITTERS	7969	02/04/2022	PANAVISE DASH BRACKET	296-2403-80810	15.29
WAC UPFITTERS	7969	02/04/2022	MPOWER 3/4 UNDER MIRROR ...	296-2403-80810	19.00
WAC UPFITTERS	7969	02/04/2022	MPOWER 3/4 UNDER MIRROR ...	296-2403-80810	19.00
WAC UPFITTERS	7969	02/04/2022	PUTCO PURE LIGHTING BULB R...	296-2403-80810	22.00
WAC UPFITTERS	7969	02/04/2022	STALKER PATROL RADAR	296-2403-80810	1,595.00
WAC UPFITTERS	7969	02/04/2022	LABOR	296-2403-80810	3,777.83
WAC UPFITTERS	7969	02/04/2022	GHOST GRAPHICS	296-2403-80810	720.00
WAC UPFITTERS	7969	02/04/2022	SHOP SUPPLIES	296-2403-80810	190.00
WAC UPFITTERS	7969	02/04/2022	GAMBER JOHNSON POWER SU...	296-2403-80810	763.50
WAC UPFITTERS	7969	02/04/2022	SOUND OFF SIGNAL MPOWER	296-2403-80810	995.00
WAC UPFITTERS	7969	02/04/2022	MPOWER UNDER TAILGATE BL...	296-2403-80810	115.00
WAC UPFITTERS	7969	02/04/2022	BED BOX DECKED BED CARGO ...	296-2403-80810	1,349.99
WAC UPFITTERS	7969	02/04/2022	COMPUTER MOUNT DOCKING ...	296-2403-80810	460.00
WAC UPFITTERS	7969	02/04/2022	KENWOOD NX5000	296-2403-80810	472.00
WAC UPFITTERS	7969	02/04/2022	DOOR AND WINDOW BAR SET	296-2403-80810	500.00
WAC UPFITTERS	7969	02/04/2022	PUSH BUMPER PUSH BAR	296-2403-80810	505.00
WAC UPFITTERS	7969	02/04/2022	RADIO AND RADAR KENWOOD	296-2403-80810	588.00
WAC UPFITTERS	7969	02/04/2022	PARTITION WINDOW BARS AND..	296-2403-80810	793.00
WAC UPFITTERS	7969	02/04/2022	LARSEN 150/ 450/800	296-2403-80810	29.00
WAC UPFITTERS	7969	02/04/2022	SELECT A PATTERN HEADLIGHT ...	296-2403-80810	50.00
WAC UPFITTERS	7969	02/04/2022	DECKED TRUCK BED STORAGE ...	296-2403-80810	45.00
WAC UPFITTERS	7969	02/04/2022	3/4 17' RG-58/U CO-AXIAL	296-2403-80810	13.00
WAC UPFITTERS	7969	02/04/2022	RADIO PROGRAMMING	296-2403-80810	55.00
WAC UPFITTERS	7969	02/04/2022	LIGHT CHANNEL FOR M POWER...	296-2403-80810	33.00
WAC UPFITTERS	7969	02/04/2022	FLASHBACK 100% SOLID FLASH...	296-2403-80810	54.00
AMAZON CAPITAL SERVICES, IN...	1PLR-DYDR-NVHN	02/18/2022	VENOM DISPOSABLE GLOVES XL	296-2403-44615	140.92
AMAZON CAPITAL SERVICES, IN...	1PLR-DYDR-NVHN	02/18/2022	GLOVEWORKS MEDIUM GLOVES	296-2403-44615	68.40
AMAZON CAPITAL SERVICES, IN...	1PLR-DYDR-NVHN	02/18/2022	VENOM DISPOSABLE GLOVES L...	296-2403-44615	142.21
WAC UPFITTERS	8091	02/18/2022	TROY SINGLE DRAWER WEAPON...	296-2403-44613	1,705.97
WAC UPFITTERS	8091	02/18/2022	TROY CARGO MOUNT	296-2403-44613	453.99
WAC UPFITTERS	8091	02/18/2022	LABOR	296-2403-44613	366.78
MELLOY DODGE	16134	02/25/2022	DODGE DURANGO PURSUIT 20...	296-2403-80810	34,275.00
WAC UPFITTERS	8120	02/25/2022	GEN 2 UNIVERSAL GUN LOCK	296-2403-44613	150.00
WAC UPFITTERS	8120	02/25/2022	SHOP SUPPLIES	296-2403-44613	357.00
WAC UPFITTERS	8120	02/25/2022	SINGLE MOUNT WITH HANDCU...	296-2403-44613	370.00
WAC UPFITTERS	8120	02/25/2022	JOTTO SINGLE CELL LIT PRISON...	296-2403-44613	1,168.00
WAC UPFITTERS	8120	02/25/2022	LABOR	296-2403-44613	733.55
<b>Fund 296 - PD GRT Total:</b>					<b>95,969.03</b>

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<b>Fund: 303 - Vet Wall</b>					
WINDSTREAM CORPORATION	21822	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	303-4703-43775	148.36
					<b>Fund 303 - Vet Wall Total:</b>
<b>Fund: 312 - R&amp;R Airport</b>					
ARMSTRONG CONSULTANTS, I...	21-216719-03	02/10/2022	ENGINEERING SERVICES RUNW...	312-7013-48598	4,170.56
MAXWELL ASPHALT, INC.	PAY APP 2	02/10/2022	AIRPORT RUNWAY 13-31 PAVE...	312-7013-47415	52,955.81
					<b>Fund 312 - R&amp;R Airport Total:</b>
<b>Fund: 316 - Emergency Reserve</b>					
AMERICAN ELECTRICAL TESTING..	74685	02/03/2022	EMERGENCY TESTING ON NOR...	316-9103-43403	29,963.46
					<b>Fund 316 - Emergency Reserve Total:</b>
<b>Fund: 380 - OTHER STATE FUNDED PROJECTS</b>					
WILSON & COMPANY, INC. ENG...	103766	02/10/2022	ENGINEERING SERVICES VACU...	380-7001-80860	2,991.22
					<b>Fund 380 - OTHER STATE FUNDED PROJECTS Total:</b>
<b>Fund: 403 - Pledge State</b>					
NEW MEXICO FINANCE AUTHOR..	013122	02/03/2022	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR..	013122	02/03/2022	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR..	013122	02/03/2022	NMFA LOAN PYMT PPRF-4967	403-1203-12967	10,545.59
					<b>Fund 403 - Pledge State Total:</b>
<b>Fund: 501 - Cemetary</b>					
CITY UTILITIES	21622	02/18/2022	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	335.16
					<b>Fund 501 - Cemetary Total:</b>
<b>Fund: 502 - Util Office - Pool</b>					
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	273.63
PITNEY BOWES INC.	1019980198	02/03/2022	RED INK CARTRIDGE FOR SEND...	502-3601-44606	356.97
PITNEY BOWES INC.	1019980198	02/03/2022	DISCOUNT	502-3601-44606	-25.51
PITNEY BOWES INC.	1019980198	02/03/2022	E-Z SEAL SEALING SOLUTION 4 ...	502-3601-44606	152.98
CITY UTILITIES	12022	02/03/2022	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	312.08
NEW MEXICO ONE CALL, INC.	153008991	02/03/2022	NM ONE CALL QUARTERLY ALL...	502-3601-43770	486.00
XEROX CORP.	015219079,015219080,015219...	02/04/2022	OPEN PO XEROX CORP FISCAL 2...	502-3601-43465	469.03
NEW MEXICO ONE CALL, INC.	153009322	02/18/2022	AUARTERLY ALLOCATION USAG...	502-3601-43770	544.00
NEW MEXICO ONE CALL, INC.	153009322	02/18/2022	ANNUAL BASIC MEMBERSHIP F...	502-3601-43770	90.00
TESTON'S FREEWAY CHEVRON	4028	02/18/2022	GAS/OIL FISCAL YEAR 21/22 UIT...	502-3601-43316	259.39
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	258.18
XEROX CORP.	015575104/015448484/01544...	02/25/2022	OPEN PO XEROX CORP FISCAL 2...	502-3601-43465	462.82
TYLER TECHNOLOGIES, INC.	025-354254	02/25/2022	UTLITY BILLING ONLINE COMP...	502-3601-43770	1,041.60
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	502-3601-43775	189.19
					<b>Fund 502 - Util Office - Pool Total:</b>
<b>Fund: 503 - Electric</b>					
TRIPLE H SOLAR, LLC	0284	02/03/2022	ENGINEERING SERVICES- OPEN ...	503-3702-48598	3,150.00
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	318.62
CITY UTILITIES	12022	02/03/2022	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,992.10
LANDIS+GYR TECHNOLOGY, INC	90351529	02/03/2022	SaaS MONTHLY FLAT FEE	503-3702-43770	950.00
INTERNAL SERVICE FUND	907644	02/03/2022	MAINTENANCE FOR DEPT VEHI...	503-3702-47420	1,008.83
VILLAGE OF WILLIAMSBURG	01312022	02/04/2022	FRANCHISE TAX FY 21/22 OPEN...	503-3702-45796	3,918.91
XEROX CORP.	0152190907,015316512	02/04/2022	BASE CHARGE & METER USAGE...	503-3702-43465	132.17
NEW MEXICO GAS COMPANY, I...	020322	02/04/2022	GAS BILLS/ELECTRIC	503-3702-43780	11.34
WESTERN UNITED ELECTRIC	6051074	02/04/2022	50 KVA 1 PHASE TRANSFORMER	503-3702-44607	4,734.00
WESTERN UNITED ELECTRIC	6051074	02/04/2022	25 KVA I PHASE TRANSFORMER	503-3702-44607	11,880.00
WESTERN UNITED ELECTRIC	6051638	02/04/2022	1-1/4X6' ALUMINUM STREET LI...	503-3702-44607	1,425.00
SIERRA ELECTRIC CO-OP, INC.	02022022/02072022	02/10/2022	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	571.32
SIERRA ELECTRIC CO-OP, INC.	02022022/02072022	02/10/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	233,184.29
SUN VALLEY, INC.	161765/6	02/10/2022	DISCOUNT	503-3702-44607	-2.00
SUN VALLEY, INC.	161765/6	02/10/2022	10' CHANNEL	503-3702-44607	39.99
SUN VALLEY, INC.	162111/6	02/10/2022	DISCOUNT	503-3702-47420	-2.10
SUN VALLEY, INC.	162111/6	02/10/2022	4X3/8 KNIT COVER	503-3702-47420	6.99
SUN VALLEY, INC.	162111/6	02/10/2022	BRUSH ON BED LINER	503-3702-47420	34.99
GRAINGER, INC.	9186833613	02/10/2022	PORTABLE POWER PACK 12 VO...	503-3702-44607	344.92
WESTERN AREA POWER ADMIN	JJPB1798A0122	02/10/2022	BASE DEMAND & BASE ENERGY...	503-3702-50795	46,323.53

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WESTERN AREA POWER ADMIN	JJPB1798A1221	02/10/2022	BASE DEMAND & BASE ENERGY...	503-3702-50795	44,583.14
SSA SOLAR OF NM 4, LLC	NM-14-015A-202201-1	02/10/2022	POWER SERVICES- OPEN PO FY ...	503-3702-50795	19,939.23
REED'S TIRE CENTER	10499	02/18/2022	225 70-19.5 TIRES	503-3702-47420	1,848.00
AMAZON CAPITAL SERVICES, IN...	1DGR-616C-XTXX	02/18/2022	2022 DESK CALENDAR	503-3702-44606	10.95
AMAZON CAPITAL SERVICES, IN...	1DGR-616C-XTXX	02/18/2022	2 PRONG FILE FOLDERS	503-3702-44606	31.84
AMAZON CAPITAL SERVICES, IN...	1DGR-616C-XTXX	02/18/2022	OFFICE CLOCK	503-3702-44606	29.98
AMAZON CAPITAL SERVICES, IN...	1DGR-616C-XTXX	02/18/2022	PLASTIC PORTFOLIO FOLDER	503-3702-44606	19.79
AMAZON CAPITAL SERVICES, IN...	1DGR-616C-XTXX	02/18/2022	WIRELESS KEYBOARD	503-3702-44613	55.98
AMAZON CAPITAL SERVICES, IN...	1DGR-616C-XTXX	02/18/2022	TOWER MOUNT	503-3702-44613	69.98
AMAZON CAPITAL SERVICES, IN...	1DGR-616C-XTXX	02/18/2022	DELL 27" MONITOR	503-3702-44613	374.98
AMAZON CAPITAL SERVICES, IN...	1DGR-616C-XTXX	02/18/2022	30X72" WORK BENCH TABLE	503-3702-44613	699.99
AMAZON CAPITAL SERVICES, IN...	1DGR-616C-XTXX	02/18/2022	DELL OPTIPLEX 7070 DESKTOP ...	503-3702-44613	1,990.00
CITY UTILITIES	21522	02/18/2022	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	21.72
CITY UTILITIES	21622	02/18/2022	CITY UTILITIES CYCLE A&B/OPEN..	503-3702-43780	123.48
SIERRA AUTO/CARQUEST	294759	02/18/2022	CYLINDER	503-3702-44607	350.00
SIERRA AUTO/CARQUEST	294759	02/18/2022	NITROGEN	503-3702-44607	35.00
SIERRA AUTO/CARQUEST	295209	02/18/2022	FUEL ELEMENT	503-3702-47420	32.51
SIERRA AUTO/CARQUEST	295684	02/18/2022	NITROGEN	503-3702-44607	40.98
SIERRA AUTO/CARQUEST	295684	02/18/2022	CYLINDER	503-3702-44607	75.00
TRI-STATE GENERATION & TRA...	303428	02/18/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	35,336.05
TESTON'S FREEWAY CHEVRON	4031	02/18/2022	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	1,184.65
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	332.57
VERIZON WIRELESS	9898715151	02/18/2022	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	55.61
COOPERATIVE EDUCATIONAL S...	24-123458	02/24/2022	AERIAL MED-VOLTAGE DISTRIB...	503-3702-48598	2,267.72
LANDIS+GYR TECHNOLOGY, INC	90352926	02/24/2022	SaaS MONTHLY FLAT FEE	503-3702-43770	950.00
DIVERSIFIED INSPECTIONS, INC.	INDI47105	02/24/2022	INSULATED AERIAL TRUCKS/ DI...	503-3702-47420	2,340.00
DIVERSIFIED INSPECTIONS, INC.	INDI47105	02/24/2022	LIVE LINE TOOLS	503-3702-47420	221.00
DIVERSIFIED INSPECTIONS, INC.	INDI47105	02/24/2022	TAX	503-3702-47420	201.68
IRBY SUPPLY CO.	5012831813.001	02/24/2022	PREF SGD-0700 SAFETY GUY WI...	503-3702-44607	29.67
XEROX CORP.	01448502/015557290	02/25/2022	BASE CHARGE & METER USAGE...	503-3702-43465	121.56
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	191.42
<b>Fund 503 - Electric Total:</b>					<b>426,587.38</b>

## Fund: 504 - Water

NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	122.40
CITY UTILITIES	12022	02/03/2022	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	7,482.26
STEVE BELL CONSTRUCTION	c18119	02/03/2022	ANNUAL USE OF BASECOURSE	504-3803-47415	288.00
STEVE BELL CONSTRUCTION	c18119	02/03/2022	ANNUAL USE OF CRUSHER FINES	504-3803-47415	228.00
VILLAGE OF WILLIAMSBURG	01312022	02/04/2022	FRANCHISE TAX FY 21/22 OPEN...	504-3803-45796	939.02
XEROX CORP.	015219088	02/04/2022	BASE COURSE CHARGE METERE...	504-3803-43465	185.06
NEW MEXICO GAS COMPANY, I...	020322	02/04/2022	GAS BILLS/WATER	504-3803-43780	204.83
TAXATION AND REVENUE	01312022	02/10/2022	WATER CONSERVATION FEE FY ...	504-3803-43797	896.98
SUN VALLEY, INC.	162105/162135	02/10/2022	UNSTOCKED FIELD SUPPLIES JA...	504-3803-44607	36.83
JAMES, COOKE & HOBSON, INC.	232220	02/10/2022	410 SERIES ROTATING ASSEMB...	504-3803-47415	4,964.00
STAPLES CONTRACT & COMME...	8065107343	02/10/2022	DESK CALENDAR	504-3803-44606	26.48
4 RIVERS EQUIPMENT	1223620	02/18/2022	OIL FILTER	504-3803-47420	16.44
4 RIVERS EQUIPMENT	1223620	02/18/2022	OIL FILTER	504-3803-47420	65.98
4 RIVERS EQUIPMENT	1223620	02/18/2022	AIR FILTER	504-3803-47420	14.96
4 RIVERS EQUIPMENT	1223620	02/18/2022	FILTER ELEMENT FOR TRANSMI...	504-3803-47420	32.92
4 RIVERS EQUIPMENT	1223620	02/18/2022	AIR FILTER	504-3803-47420	32.84
4 RIVERS EQUIPMENT	1223620	02/18/2022	FILTER ELEMENT FOR FUEL FILT...	504-3803-47420	32.24
4 RIVERS EQUIPMENT	1223620	02/18/2022	SEAL FOR TRANSMISSION FILTER	504-3803-47420	10.77
4 RIVERS EQUIPMENT	1223620	02/18/2022	CABIN AIR FILTER BREATHER	504-3803-47420	25.63
4 RIVERS EQUIPMENT	1223620	02/18/2022	FILTER ELEMENT (FUEL FILTER)	504-3803-47420	22.31
4 RIVERS EQUIPMENT	1223620	02/18/2022	FILTER ELEMENT (TRANSMISSI...	504-3803-47420	37.53
CITY UTILITIES	21622	02/18/2022	CITY UTILITIES CYCLE A&B/OPEN..	504-3803-43780	858.01
JAMES, COOKE & HOBSON, INC.	232337	02/18/2022	FALK WRAPFLEX COVER	504-3803-47415	204.00
JAMES, COOKE & HOBSON, INC.	232337	02/18/2022	FALK 30R ELEMENT	504-3803-47415	387.00
TESTON'S FREEWAY CHEVRON	4026	02/18/2022	UNLEADED FUEL	504-3803-43316	498.02
TESTON'S FREEWAY CHEVRON	4026	02/18/2022	DIESEL FUEL	504-3803-43316	609.06
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	105.60

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DPC INDUSTRIES, INC.	DE74000018-22	02/18/2022	DEMURRAGE	504-3803-43465	60.00
COOPERATIVE EDUCATIONAL S...	24-120076	02/24/2022	ENGINEERING SERVICES WATER...	504-3803-48598	9,355.30
COOPERATIVE EDUCATIONAL S...	24-121360	02/24/2022	ENGINEERING SERVICES WATER...	504-3803-48598	6,051.72
BAKER UTILITY SUPPLY CORP.	296828	02/24/2022	OPEN PO FOR UNSTOCKED SUP...	504-3803-44607	302.14
BAKER UTILITY SUPPLY CORP.	296850	02/24/2022	KENNEDY KS-RW GATE VLV "-MJ...	504-3803-44607	1,036.00
BAKER UTILITY SUPPLY CORP.	296850	02/24/2022	MJ DI SOLID CAP 4" C-153,CL,TC...	504-3803-44607	29.86
BAKER UTILITY SUPPLY CORP.	296850	02/24/2022	C-900 PVC PIPE 4"X20" DR18,CL...	504-3803-44607	3,404.00
BAKER UTILITY SUPPLY CORP.	296850	02/24/2022	MJ X MJ DI TEE 4" X4" C-153,CL,...	504-3803-44607	103.35
BAKER UTILITY SUPPLY CORP.	296850	02/24/2022	MEGA LUG 4" PVC,RED,L/ACC,I...	504-3803-44607	288.00
BAKER UTILITY SUPPLY CORP.	296850	02/24/2022	HYMAX2 CPLG 4" 4.25-5.63 OD	504-3803-44607	711.00
BAKER UTILITY SUPPLY CORP.	296850	02/24/2022	MJ SKIN PACK 4" REG GSK,T-BO...	504-3803-44607	198.00
XEROX CORP.	015448495	02/25/2022	BASE COURSE CHARGE METERE...	504-3803-43465	177.47
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	504-3803-43775	69.52
<b>Fund 504 - Water Total:</b>					<b>40,113.53</b>

Fund: 505 - Solid Waste

NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	442.44
REED'S TIRE CENTER	10425	02/03/2022	205/75R15 TIRE	505-3904-47420	105.00
REED'S TIRE CENTER	10425	02/03/2022	15X 5 WHITE RIM	505-3904-47420	80.00
CITY UTILITIES	12022	02/03/2022	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	572.29
NM RECYCLING COALITION	3671	02/03/2022	ANNUAL MEMBERSHIP DUES ...	505-3904-43770	200.00
CITY OF LAS CRUCES	84536	02/03/2022	SCSWA OPEN PO FY2021-2022	505-3904-45601	36,118.90
INTERNAL SERVICE FUND	907644	02/03/2022	MAINTENANCE FOR DEPT VEHI...	505-3904-43316	116.47
INTERNAL SERVICE FUND	907644	02/03/2022	MAINTENANCE FOR DEPT VEHI...	505-3904-47420	481.52
BORDER INTERNATIONAL TRUC...	X40000726.01/X40071406.01	02/03/2022	HIGH PRESSURE OIL PUMP KIT	505-3904-47420	1,675.44
VILLAGE OF WILLIAMSBURG	01312022	02/04/2022	FRANCHISE TAX FY 21/22 OPEN...	505-3904-45796	1,486.22
XEROX CORP.	015219082,015316509	02/04/2022	METER USAGE & BASE CHARGE...	505-3904-43465	131.92
NEW MEXICO GAS COMPANY, I...	020322	02/04/2022	GAS BILLS/RECYCLE CENTER	505-3904-43780	153.96
REED'S TIRE CENTER	10464	02/10/2022	PATCH TIRE/MATERIALS/LABOR...	505-3904-47420	48.68
4 RIVERS EQUIPMENT	1200236	02/10/2022	OIL LINE	505-3904-47420	207.38
4 RIVERS EQUIPMENT	1221868	02/10/2022	WINDOW LATCH	505-3904-47420	73.50
4 RIVERS EQUIPMENT	1221868	02/10/2022	WINDOW SEAL	505-3904-47420	52.58
4 RIVERS EQUIPMENT	1221868	02/10/2022	AIR FILTER	505-3904-47420	14.96
4 RIVERS EQUIPMENT	1221868	02/10/2022	WINDOWPANE	505-3904-47420	269.95
RED WING SHOES OF LAS CRUC...	5300	02/10/2022	SAFETY BOOTS	505-3904-44615	200.00
CITY UTILITIES	21522	02/18/2022	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	23,016.96
AUTOZONE STORES, LLC	2529992270	02/18/2022	AZ-DEF EXHAUST FUEL	505-3904-43316	215.76
SIERRA AUTO/CARQUEST	294686	02/18/2022	U JOINTS	505-3904-47420	26.56
SIERRA AUTO/CARQUEST	294789	02/18/2022	HYDRAULIC HOSE BULK	505-3904-47420	65.12
SIERRA AUTO/CARQUEST	294789	02/18/2022	HYDRAULIC HOSE 6G-6FJX	505-3904-47420	71.28
SIERRA AUTO/CARQUEST	294789	02/18/2022	HYD HOSE CRIMPS	505-3904-47420	48.00
SIERRA AUTO/CARQUEST	295020	02/18/2022	BATTERY-GOLD	505-3904-47420	320.78
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	458.04
WEX BANK	78107446	02/18/2022	WEX DIESEL & GASOLINE OPEN ...	505-3904-43316	4,440.97
ACCENT WIRE TIE	9943272	02/18/2022	20 BDL 12X14'-0" (125/DBL) QU...	505-3904-44607	1,425.00
ACCENT WIRE TIE	9943272	02/18/2022	FREIGHT	505-3904-44607	266.00
OCD, LLC	0037	02/24/2022	REPLACE LIGHTING/LABOR +TX...	505-3904-43403	17,594.29
4 RIVERS EQUIPMENT	1229765	02/24/2022	WINDOW LATCH	505-3904-47420	73.50
P & T MACHINE LLC	372127	02/24/2022	MACHINE OUT COLLAR FOR TR...	505-3904-47420	65.10
XEROX CORP.	015557288/015448486	02/25/2022	METER USAGE & BASE CHARGE...	505-3904-43465	148.11
SOUTHWEST AUTOMOTIVE	1189	02/25/2022	INSTALL REAR WINDOW/SEALS/...	505-3904-47420	230.56
RUSTY'S WEIGH SCALES & SERV...	220209-1003	02/25/2022	QUARTERLY SCALE CALIBRATION	505-3904-47420	668.22
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	505-3904-43775	164.76
<b>Fund 505 - Solid Waste Total:</b>					<b>91,730.22</b>

Fund: 506 - WWTP

NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	246.86
CITY UTILITIES	12022	02/03/2022	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	256.31
HALL ENVIRONMENTAL ANALYS...	2201537,2201765	02/03/2022	SMS210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2201537,2201765	02/03/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2201537,2201765	02/03/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	38.67
HALL ENVIRONMENTAL ANALYS...	2201537,2201765	02/03/2022	EPA METHOD 624 VOCs ACRYL...	506-4005-48598	270.00

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INTERNAL SERVICE FUND	907644	02/03/2022	MAINTENANCE FOR DEPT VEHI...	506-4005-47420	32.50
NEW MEXICO GAS COMPANY, I...	020322	02/04/2022	GAS BILLS/VACUUM STATION	506-4005-43780	26.91
VILLAGE OF WILLIAMSBURG	.01312022	02/10/2022	SEWER RECEIPTS FY 21/22 OPEN...	506-4005-48798	3,576.80
SUN VALLEY, INC.	161711,161857,162028,162052...	02/10/2022	UNSTOCKED FIELD SUPPLIES JA...	506-4005-44607	73.41
HALL ENVIRONMENTAL ANALYS...	2112b03,2201846	02/10/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2112b03,2201846	02/10/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	180.00
HALL ENVIRONMENTAL ANALYS...	2112b03,2201846	02/10/2022	SM 4500 NORG C TKN (M4500-...	506-4005-48598	245.00
HALL ENVIRONMENTAL ANALYS...	2112b03,2201846	02/10/2022	EPA METHOD 1664B FOG (1664)	506-4005-48598	85.00
HALL ENVIRONMENTAL ANALYS...	2112b03,2201846	02/10/2022	EPA METHOD 365.1 TOTAL PHO...	506-4005-48598	35.00
HALL ENVIRONMENTAL ANALYS...	2112b03,2201846	02/10/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	104.50
HALL ENVIRONMENTAL ANALYS...	2112b03,2201846	02/10/2022	EPA METHOD 300.0 ANIONS NO...	506-4005-48598	280.00
HALL ENVIRONMENTAL ANALYS...	2112b03,2201846	02/10/2022	EPA METHOD 625 SVOCs HAXA...	506-4005-48598	200.00
HALL ENVIRONMENTAL ANALYS...	2112b03,2201846	02/10/2022	SMS210B BOD (M5210B)	506-4005-48598	232.00
NM RECYCLING COALITION	3706	02/10/2022	MEMBERSHIP ANNUAL DUES ...	506-4005-43770	200.00
B & H OIL CO.	52878,52877	02/10/2022	DIESEL FOR TRANSFER TANK HE...	506-4005-43316	290.37
NM UTILITY OPERATOR CERTIFI...	2142022	02/18/2022	PATRICK LOVEALL WASTEWATE...	506-4005-42720	30.00
NM UTILITY OPERATOR CERTIFI...	2142022	02/18/2022	TIMOTHY HANNA WASTEWATE...	506-4005-42720	30.00
CITY UTILITIES	21522	02/18/2022	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	9.50
CITY UTILITIES	21622	02/18/2022	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	767.95
HALL ENVIRONMENTAL ANALYS...	2201A29/2201A86	02/18/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	38.67
HALL ENVIRONMENTAL ANALYS...	2201A29/2201A86	02/18/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2201A29/2201A86	02/18/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	270.00
HALL ENVIRONMENTAL ANALYS...	2201A29/2201A86	02/18/2022	SMS210B BOD (M5210B)	506-4005-48598	116.00
TESTON'S FREEWAY CHEVRON	4027	02/18/2022	UNLEADED FUEL	506-4005-43316	554.70
CORBINS ELECTRIC	40804	02/18/2022	20AMP FUSES FOR DISCONNECT...	506-4005-47420	1,043.31
PINNACLE PROPANE	54570680/CRM53230003	02/18/2022	PROPANE-WWTP-OPEN PO FOR...	506-4005-43780	243.24
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	246.86
HALL ENVIRONMENTAL ANALYS...	2202147/2202215	02/24/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	38.67
HALL ENVIRONMENTAL ANALYS...	2202147/2202215	02/24/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2202147/2202215	02/24/2022	SMS210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2202147/2202215	02/24/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	270.00
HALL ENVIRONMENTAL ANALYS...	2202468	02/24/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	9.84
HALL ENVIRONMENTAL ANALYS...	2202468	02/24/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	35.00
HALL ENVIRONMENTAL ANALYS...	2202468	02/24/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	90.00
INTEGRATION & CONTROL SOL...	22-046	02/24/2022	2-MACROMATIC 480 VAC PHAS...	506-4005-44607	2,132.03
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	506-4005-43775	364.27
<b>Fund 506 - WWTP Total:</b>					<b>13,280.37</b>

## Fund: 508 - Golf Course

J&B CHEMICAL ASSOCIATES	.377844	02/03/2022	POND SOLUTION SUPER	508-4303-44607	996.97
NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	112.80
XEROX CORP.	015316513	02/04/2022	BASE CHARGES METER USAGE F...	508-4303-43465	165.27
SUN VALLEY, INC.	161790/6,161752/6	02/10/2022	OPEN PO	508-4303-44607	173.53
CITY UTILITIES	21622	02/18/2022	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	635.41
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	112.80
AUSTIN TURF & TRACTOR, INC.	135388	02/24/2022	YOKE KIT	508-4303-44607	852.43
HELENA CHEMICALS	14146233	02/24/2022	DOMINATOR BENT GRASS SEED	508-4303-44607	310.00
XEROX CORP.	015557291	02/25/2022	BASE CHARGES METER USAGE F...	508-4303-43465	164.71
YAMAHA MOTOR FINANCE COR...	765134	02/25/2022	OPEN PO FOR FY 21/22 YAMAH...	508-4303-43465	903.51
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	508-4303-43775	80.16
<b>Fund 508 - Golf Course Total:</b>					<b>4,507.59</b>

## Fund: 509 - Muni Airport

NM RETIREE HEALTH CARE	0916750	02/03/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	32.40
OFFICE DEPOT	220971873001	02/03/2022	TYLENOL EXTRA STRENGTH 50...	509-4403-44606	12.33
OFFICE DEPOT	220971873001	02/03/2022	RAID ANT & ROACH KILLER SPR...	509-4403-44606	17.98
OFFICE DEPOT	220971873001	02/03/2022	WD-40 2000 FLUSHES BLUE/BL...	509-4403-44606	24.76
OFFICE DEPOT	220971873001	02/03/2022	CONTINENTAL LOBBY DUST PAN...	509-4403-44606	60.68
OFFICE DEPOT	220971873001	02/03/2022	ALEVE PAIN RELIEVER TABLETS ...	509-4403-44606	28.33
OFFICE DEPOT	220971873001	02/03/2022	FANTASTIK ALL-PURPOSE CLEA...	509-4403-44606	54.19
OFFICE DEPOT	220971873001	02/03/2022	SHARPIE S GEL PENS BLACK, PA...	509-4403-44606	28.41
OFFICE DEPOT	220971873001	02/03/2022	MR CLEAN FLOOR CLEANER, 128...	509-4403-44606	23.10

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OFFICE DEPOT	220971873001	02/03/2022	COFFEE K-CUP VARIETY PACK C...	509-4403-44606	43.38
OFFICE DEPOT	220971873001	02/03/2022	OFFICE DEPOT CANNED AIR 10 ...	509-4403-44606	53.03
OFFICE DEPOT	220971873001	02/03/2022	LYSOL TOILET CLEANER COOL S...	509-4403-44606	9.58
OFFICE DEPOT	220971873001	02/03/2022	N'JOY SUGAR 20 OZ CANISTER	509-4403-44606	7.68
OFFICE DEPOT	220971873001	02/03/2022	HIGHMARK HOT COFFEE CUPS ...	509-4403-44606	10.32
OFFICE DEPOT	220971873001	02/03/2022	EXECUTIVE SUITE COFFEE CRE...	509-4403-44606	6.07
OFFICE DEPOT	220971873001	02/03/2022	LARGE FIRST AID KIT CABINET 1...	509-4403-44606	136.71
PINNACLE PROPANE	54570562	02/03/2022	OPEN PO FY 21/22 FOR AIRPOR...	509-4403-43780	222.86
XEROX CORP.	015316514	02/04/2022	XEROX PRINTER OPEN PO FY 21...	509-4403-43465	40.85
SIERRA ELECTRIC CO-OP, INC.	2154.	02/10/2022	OPEN PO FY21/22 SIERRA ELEC...	509-4403-43780	986.44
TECH 45 ENTERPRISES	22-001	02/10/2022	CONTRACTED MANAGEMENT ...	509-4403-48598	3,797.00
REED'S TIRE CENTER	10505	02/18/2022	TIRE REPLACEMENT FOR G-678...	509-4403-47420	30.00
TESTON'S FREEWAY CHEVRON	4025	02/18/2022	OPEN PO FY 21-22 TESTONS FR...	509-4403-43316	138.15
NM RETIREE HEALTH CARE	704284	02/18/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	32.41
XEROX CORP.	015557292	02/25/2022	XEROX PRINTER OPEN PO FY 21...	509-4403-43465	40.85
WINDSTREAM CORPORATION	21822	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	341.92
QT PETROLEUM ON DEMAND, L...	3149-SP2022	02/25/2022	BASE NETWORK ACCESS & SUP...	509-4403-43770	945.00
VERIZON WIRELESS	9899607575	02/25/2022	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	107.00
<b>Fund 509 - Muni Airport Total:</b>					<b>7,231.43</b>

## Fund: 600 - Internal Serv

XEROX CORP.	015316515	02/04/2022	XEROX RENTAL / OPEN PO 21/22	600-7003-43465	112.63
4 RIVERS EQUIPMENT	1223622	02/10/2022	OUTER AIR FILTER ELEMENT	600-7003-44607	96.72
4 RIVERS EQUIPMENT	1223622	02/10/2022	JD OIL FILTER	600-7003-44607	49.32
4 RIVERS EQUIPMENT	1223622	02/10/2022	JD FILTER SEAL	600-7003-44607	32.31
4 RIVERS EQUIPMENT	1223622	02/10/2022	JD OIL FILTER	600-7003-44607	232.71
4 RIVERS EQUIPMENT	1223622	02/10/2022	JD OIL FILTER	600-7003-44607	197.94
4 RIVERS EQUIPMENT	1223622	02/10/2022	JD FUEL FILTERS	600-7003-44607	112.59
4 RIVERS EQUIPMENT	1223622	02/10/2022	JD FUEL FILTER	600-7003-44607	98.76
SUN VALLEY, INC.	161816/6	02/10/2022	DISCOUNT	600-7003-44607	-5.75
SUN VALLEY, INC.	161816/6	02/10/2022	M100 FT 14/ 3RED EXTENSION ...	600-7003-44607	57.99
SUN VALLEY, INC.	161816/6	02/10/2022	DUAL TEMP HEAT GUN	600-7003-44607	30.99
SUN VALLEY, INC.	161816/6	02/10/2022	ME100 FT 16/ 3ORG EXTENSION..	600-7003-44607	25.99
WEX BANK	.78107446	02/18/2022	GAS & OIL FY 2021-2022 (OPEN)	600-7003-43316	137.79
KING'S LOCKSMITH	08082	02/18/2022	DUPLICATE KEYS FOR JOHN DEE...	600-7003-44607	18.20
KING'S LOCKSMITH	08082	02/18/2022	DUPLICATE KEY FOR CASE EQUIP	600-7003-44607	29.60
KING'S LOCKSMITH	08082	02/18/2022	DUPLICATE KEYS FOR CATERPIL...	600-7003-44607	29.60
AMAZON CAPITAL SERVICES, IN...	1DRGR-616C-XVXW	02/18/2022	PORTABLE CD UTILITY	600-7003-44606	48.95
AMAZON CAPITAL SERVICES, IN...	1DRGR-616C-XVXW	02/18/2022	NYLON FIRBER UTILITY CLEANI...	600-7003-44606	6.50
AMAZON CAPITAL SERVICES, IN...	1DRGR-616C-XVXW	02/18/2022	6PK SCOTCH TAPE	600-7003-44606	13.78
AMAZON CAPITAL SERVICES, IN...	1DRGR-616C-XVXW	02/18/2022	CLEANER DEGREASER	600-7003-44606	12.92
AMAZON CAPITAL SERVICES, IN...	1DRGR-616C-XVXW	02/18/2022	MOP BUCKET W/ MOP	600-7003-44606	36.99
AMAZON CAPITAL SERVICES, IN...	1DRGR-616C-XVXW	02/18/2022	BOOT SCRAPER	600-7003-44606	29.05
AMAZON CAPITAL SERVICES, IN...	1DRGR-616C-XVXW	02/18/2022	IRONCAT GLOVES	600-7003-44615	75.04
AMAZON CAPITAL SERVICES, IN...	1RNY-YD44-9KYN	02/18/2022	1" 3 RING BINDERS 12 PK	600-7003-44606	24.24
AMAZON CAPITAL SERVICES, IN...	1RNY-YD44-9KYN	02/18/2022	ER LIGHT BAR FOR F-550 G-559...	600-7003-44607	269.49
SIERRA AUTO/CARQUEST	294554	02/18/2022	THREAD REPAIR KIT M 8X1.25	600-7003-44607	29.87
SIERRA AUTO/CARQUEST	294554	02/18/2022	RETHREAD BOLT TAP	600-7003-44607	6.49
SIERRA AUTO/CARQUEST	294555	02/18/2022	AIR FILTERS	600-7003-44607	53.18
SIERRA AUTO/CARQUEST	294555	02/18/2022	OIL FILTER LD	600-7003-44607	4.58
SIERRA AUTO/CARQUEST	294555	02/18/2022	12V COMMERCIAL BATTERIES	600-7003-44607	263.40
SIERRA AUTO/CARQUEST	294738	02/18/2022	RAZOR BLADES 100CT	600-7003-44607	5.66
SIERRA AUTO/CARQUEST	294738	02/18/2022	RAZOR BLADE SCRAPER	600-7003-44607	21.49
SIERRA AUTO/CARQUEST	294739	02/18/2022	PHILLIPS SCREW BIT	600-7003-44607	2.39
SIERRA AUTO/CARQUEST	294739	02/18/2022	IMPACTOR EXTENDER	600-7003-44607	7.99
SIERRA AUTO/CARQUEST	294739	02/18/2022	PHILLIPS SCREW BIT	600-7003-44607	2.99
SIERRA AUTO/CARQUEST	294740	02/18/2022	FUEL FILTER	600-7003-47420	9.37
SIERRA AUTO/CARQUEST	294740	02/18/2022	ALTERNATOR-RMFD	600-7003-47420	130.36
SIERRA AUTO/CARQUEST	294788	02/18/2022	MECHANIX GRIP GLOVE (LG)	600-7003-44615	16.04
SIERRA AUTO/CARQUEST	294788	02/18/2022	SPECIALTY GRIP MECHANIC GL...	600-7003-44615	23.51
SIERRA AUTO/CARQUEST	294851	02/18/2022	RADIATOR HOSE	600-7003-44607	28.44

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SIERRA AUTO/CARQUEST	294852	02/18/2022	ACRYLIC ENAMAL SPRAY PAINT...	600-7003-44607	8.95
SIERRA AUTO/CARQUEST	294852	02/18/2022	COUPLING	600-7003-44607	4.22
SIERRA AUTO/CARQUEST	294854	02/18/2022	BATTERY LOAD TESTER	600-7003-44613	67.99
SIERRA AUTO/CARQUEST	295019	02/18/2022	OIL FILTERS	600-7003-44607	6.58
SIERRA AUTO/CARQUEST	295211	02/18/2022	2X DES COOLANT AFC	600-7003-44607	56.10
SIERRA AUTO/CARQUEST	295212	02/18/2022	SEAL DRIVER KIT	600-7003-44607	69.99
SIERRA AUTO/CARQUEST	295213	02/18/2022	9 WAY SLIDE HAMMER	600-7003-44607	158.72
SIERRA AUTO/CARQUEST	295214	02/18/2022	JB WELD EPOXY KWIK WELD	600-7003-44607	5.71
SIERRA AUTO/CARQUEST	295215	02/18/2022	3/8 HEX BIT SET SAE	600-7003-44607	38.40
SIERRA AUTO/CARQUEST	295215	02/18/2022	DEEP SOCKET 1/4 DR 10 MM	600-7003-44607	3.68
SIERRA AUTO/CARQUEST	295215	02/18/2022	1/2 DR HEX BIT SET SAE	600-7003-44607	38.40
SIERRA AUTO/CARQUEST	295215	02/18/2022	3/8 HEX SOCKET 5MM	600-7003-44607	5.85
SIERRA AUTO/CARQUEST	295215	02/18/2022	PROPANE CYLINDER	600-7003-44607	6.99
SIERRA AUTO/CARQUEST	295215	02/18/2022	BRASS TORCH	600-7003-44607	29.99
SIERRA AUTO/CARQUEST	295297	02/18/2022	BATTERY DISCONNECT SIDE PO...	600-7003-44607	17.42
SIERRA AUTO/CARQUEST	295297	02/18/2022	PRIMARY WIRE 12 GUAGE RED	600-7003-44607	8.54
SIERRA AUTO/CARQUEST	295297	02/18/2022	RING BATTERY TERMINAL DOU...	600-7003-44607	5.63
SIERRA AUTO/CARQUEST	295425	02/18/2022	BATTERY - SILVER	600-7003-44607	132.20
SIERRA AUTO/CARQUEST	295425	02/18/2022	SEAFOAM FUEL ADDITIVE	600-7003-44607	9.18
SIERRA AUTO/CARQUEST	295426	02/18/2022	PURPLE POWER DEGREASER 5 ...	600-7003-44607	26.57
SIERRA AUTO/CARQUEST	295482	02/18/2022	BATTERY-LAWN/GARDNER	600-7003-44607	47.70
SIERRA AUTO/CARQUEST	295482	02/18/2022	12V COMMERCIAL BATTERY	600-7003-44607	279.98
SIERRA AUTO/CARQUEST	295482	02/18/2022	ACETONE	600-7003-44607	19.99
SIERRA AUTO/CARQUEST	295482	02/18/2022	HEX BALL MM 3/8 DRIVE	600-7003-44607	29.50
SIERRA AUTO/CARQUEST	295482	02/18/2022	PREMIUM WASH THINNER	600-7003-44607	14.67
SIERRA AUTO/CARQUEST	295482	02/18/2022	AIR FILTER	600-7003-44607	39.99
SIERRA AUTO/CARQUEST	6016-294437	02/18/2022	12 V COMMERCIAL BATTERIES	600-7003-44607	526.80
4 RIVERS EQUIPMENT	1226061/CM/1224621/1226623	02/24/2022	JD INNER AIR FILTER	600-7003-44607	46.48
4 RIVERS EQUIPMENT	1226061/CM/1224621/1226623	02/24/2022	JD INNER AIR FILTER	600-7003-44607	89.24
4 RIVERS EQUIPMENT	1226061/CM/1224621/1226623	02/24/2022	JD INNER AIR FILTER	600-7003-44607	27.62
4 RIVERS EQUIPMENT	1226061/CM/1224621/1226623	02/24/2022	CREDIT	600-7003-44607	-69.07
BORDER INTERNATIONAL TRUC...	X400072889.01	02/24/2022	99-04 FORD HD/00-04 BUMPER...	600-7003-44607	2,125.00
XEROX CORP.	015557293	02/25/2022	XEROX RENTAL / OPEN PO 21/22	600-7003-43465	112.63
REED'S TIRE CENTER	10565	02/25/2022	BOX OF STICKY TIRE WEIGHTS	600-7003-44607	59.00
REED'S TIRE CENTER	10565	02/25/2022	TIRE GLUE	600-7003-44607	36.00
REED'S TIRE CENTER	10565	02/25/2022	BUFFER CANS	600-7003-44607	56.00
REED'S TIRE CENTER	10565	02/25/2022	BOX OF VALVE CAPS	600-7003-44607	6.00
REED'S TIRE CENTER	10565	02/25/2022	BOX OF VALVE CORES	600-7003-44607	2.00
REED'S TIRE CENTER	10565	02/25/2022	BOX OF 1" TIRE PATCHES	600-7003-44607	20.00
U.S. DISTRIBUTING, INC.	590618	02/25/2022	FUEL FILTER (ELEMENT)	600-7003-44607	65.68
U.S. DISTRIBUTING, INC.	590618	02/25/2022	OIL FILTER (KIT-ELEMENT &G)	600-7003-44607	86.46
U.S. DISTRIBUTING, INC.	590618	02/25/2022	AIR FILTER (ELEMENT ASY-AIR)	600-7003-44607	71.46
U.S. DISTRIBUTING, INC.	590618	02/25/2022	FOAM PRE- AIR FILTER (ELEM...	600-7003-44607	36.21
				<b>Fund 600 - Internal Serv Total:</b>	<b>6,810.56</b>
				<b>Grand Total:</b>	<b>947,373.35</b>

**Report Summary**

**Fund Summary**

Fund	Payment Amount
101 - General	96,723.67
201 - Corrections	2,608.00
209 - Fire	7,813.30
211 - Law Enforce Prot	5,832.83
214 - Lodgers Tax	22,592.56
216 - Muni Street	9,743.01
294 - State Library	497.24
295 - Muni Pool	1,062.77
296 - PD GRT	95,969.03
303 - Vet Wall	148.36
312 - R&R Airport	57,126.37
316 - Emergency Reserve	29,963.46
380 - OTHER STATE FUNDED PROJECTS	2,991.22
403 - Pledge State	18,834.93
501 - Cemetary	335.16
502 - Util Office - Pool	4,870.36
503 - Electric	426,587.38
504 - Water	40,113.53
505 - Solid Waste	91,730.22
506 - WWTP	13,280.37
508 - Golf Course	4,507.59
509 - Muni Airport	7,231.43
600 - Internal Serv	6,810.56
<b>Grand Total:</b>	<b>947,373.35</b>

**Account Summary**

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	7,453.01
101-1000-43770	SUBSCRIPTION & DUES	500.00
101-1001-41226	RETIREE INSURANCE	302.41
101-1001-43465	RENT OF EQUIPMENT	739.02
101-1001-43740	PRINTING/PUBLISHING	308.89
101-1001-43775	TELEPHONE	275.86
101-1001-47410	MAINTENANCE CONTRAC...	2,865.95
101-1002-41226	RETIREE INSURANCE	162.14
101-1002-43775	TELEPHONE	183.84
101-1002-44606	OFFICE SUPPLIES	1,706.21
101-1002-44613	NON-CAPITAL ITEMS	476.90
101-1003-41226	RETIREE INSURANCE	443.33
101-1003-43465	RENT OF EQUIPMENT	604.92
101-1003-43770	SUBSCRIPTION & DUES	39.00
101-1003-43775	TELEPHONE	347.38
101-1003-44606	OFFICE SUPPLIES	261.15
101-1004-41226	RETIREE INSURANCE	406.72
101-1004-42720	EMPLOYEE TRAINING-AD...	325.50
101-1004-43465	RENT OF EQUIPMENT	1,100.08
101-1004-43740	PRINTING/PUBLISHING	1,588.17
101-1004-43775	TELEPHONE	247.46
101-1004-44606	OFFICE SUPPLIES	617.04
101-1004-48599	OTHER CONTRACTUAL SE...	213.20
101-1006-41226	RETIREE INSURANCE	213.60
101-1006-43775	TELEPHONE	109.57
101-1006-44606	OFFICE SUPPLIES	424.24
101-1006-44607	FIELD SUPPLIES	1,583.72
101-1006-48598	PROFESSIONAL SERVICES	782.58
101-1006-48599	OTHER CONTRACTUAL SE...	278.20
101-1007-41226	RETIREE INSURANCE	1,721.45

## Account Summary

Account Number	Account Name	Payment Amount
101-1007-43316	GAS & OIL	4,861.93
101-1007-43465	RENT OF EQUIPMENT	597.73
101-1007-43740	PRINTING/PUBLISHING	39.00
101-1007-43770	SUBSCRIPTION & DUES	117.00
101-1007-43775	TELEPHONE	1,392.98
101-1007-43815	SOFTWARE	119.00
101-1007-44606	OFFICE SUPPLIES	44.99
101-1007-46732	GENERAL LIABILITY INSUR...	1,630.14
101-1007-48598	PROFESSIONAL SERVICES	539.03
101-1008-41226	RETIREE INSURANCE	141.60
101-1008-43316	GAS & OIL	601.61
101-1008-43770	SUBSCRIPTION & DUES	65.00
101-1008-43775	TELEPHONE	398.82
101-1008-44607	FIELD SUPP-CODE ENF/AN...	29.24
101-1009-43316	GAS & OIL	215.81
101-1009-43403	REGULAR BUILDING MAI...	222.43
101-1009-43465	RENT OF EQUIPMENT	1,237.55
101-1009-43775	TELEPHONE	144.81
101-1009-44607	FIELD SUPPLIES-MUNI RE...	61.22
101-1009-47415	MAINTENANCE--REPAIRS ...	900.00
101-1009-47420	MAINTENANCE VEHICLE/...	648.52
101-1009-48599	OTHER CONTRACTUAL SE...	350.00
101-1009-80846	LAND ACQUISITION / IMP...	17,956.21
101-1010-41226	RETIREE INSURANCE	129.60
101-1010-43770	SUBSCRIPTION & DUES	3,854.81
101-1010-43775	TELEPHONE	92.90
101-1010-44606	OFFICE SUPPLIES	153.43
101-1010-48598	PROFESSIONAL SERVICES	12,625.41
101-1011-41226	RETIREE INSURANCE	581.26
101-1011-43775	TELEPHONE	69.52
101-1012-41226	RETIREE INSURANCE	225.60
101-1012-43775	TELEPHONE	85.11
101-1012-44607	FIELD SUPPLIES-FLEET MA...	830.30
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	GAS & OIL	197.16
101-1014-41226	RETIREE INSURANCE	387.60
101-1014-43316	GAS & OIL	581.94
101-1014-43403	REGULAR BUILDING MAI...	1,001.58
101-1014-43465	RENT OF EQUIPMENT	30.16
101-1014-43775	TELEPHONE	108.31
101-1014-44607	FIELD SUPPLIES-FACILITY ...	114.99
101-1014-47410	MAINTENANCE CONTRAC...	53.94
101-1016-41226	RETIREE INSURANCE	361.46
101-1018-43780	UTILITIES	14,231.97
101-1018-46732	GENERAL LIABILITY INSUR...	1,630.13
101-1040-43465	RENT OF EQUIPMENT	625.73
201-1903-44805	AUTO/LAB/DWI/JUD ED	188.00
201-1903-48710	CARE OF PRISONERS-COR...	2,420.00
209-1603-43316	GAS & OIL	228.40
209-1603-43465	RENT OF EQUIPMENT	545.34
209-1603-43775	TELEPHONE	361.17
209-1603-43780	UTILITIES	1,611.64
209-1603-43999	OPERATING COSTS	4,540.72
209-1603-47415	MAINTENANCE--REPAIRS ...	396.03
209-1603-47420	MAINTENANCE VEHICLE/...	130.00
211-2003-44573	UNIFORM & EQUIPMENT	762.61
211-2003-44607	FIELD SUPPLIES	509.88
211-2003-44840	EQUIPMENT & MACHINE...	4,035.96

## Account Summary

Account Number	Account Name	Payment Amount
211-2003-47420	MAINTENANCE-VEHICLE/...	524.38
214-2503-47406	PROMOTIONAL/ADVERTIS...	5,939.61
214-2503-47595	ADMINISTRATIVE FEES-L...	15,000.00
214-2503-47597	9% ADVERTISING/MARKET..	824.92
214-2503-48599	OTHER CONTRACTUAL SE...	416.66
214-2503-60596	STATE ADVERTISING GRA...	411.37
216-4503-43316	GAS & OIL	2,320.18
216-4503-43550	ROADWAY MAINTENANCE	5,574.04
216-4503-44607	FIELD SUPPLIES-STREETS	79.98
216-4503-44615	SAFETY EQUIPMENT	169.99
216-4503-47420	MAINT.VEHICLE/FURN/E...	1,598.82
294-5003-43465	RENT OF EQUIPMENT	29.77
294-5003-43775	TELEPHONE	165.86
294-5003-60834	STATE LIBRARY GRANT-ST...	301.61
295-4803-41226	RETIREE INSURANCE	55.98
295-4803-43465	RENT OF EQUIPMENT	62.09
295-4803-43775	TELEPHONE	28.37
295-4803-43780	UTILITIES-MUNI POOL	916.33
296-2403-44613	NON-CAPITAL ITEMS	5,305.29
296-2403-44615	SAFETY EQUIPMENT	351.53
296-2403-80810	OTHER CAPITAL EQUIPM...	90,312.21
303-4703-43775	TELEPHONE	148.36
312-7013-47415	MAINTENANCE & REPAIR...	52,955.81
312-7013-48598	PROFESSIONAL SERVICES	4,170.56
316-9103-43403	REGULAR BUILDING MAI...	29,963.46
380-7001-80860	INFRASTRUCTURE	2,991.22
403-1203-12918	CWPA TORC 18 OPERATI...	690.58
403-1203-12919	CWPA TORC 19 OPERATI...	7,598.76
403-1203-12967	PPRF-4967 OPERATING	10,545.59
501-1803-43780	UTILITIES	335.16
502-3601-41226	RETIREE INSURANCE	531.81
502-3601-43316	GAS & OIL	259.39
502-3601-43465	RENT OF EQUIPMENT	931.85
502-3601-43770	SUBSCRIPTIONS & DUES	2,161.60
502-3601-43775	TELEPHONE	189.19
502-3601-43780	UTILITIES	312.08
502-3601-44606	OFFICE SUPPLIES	484.44
503-3702-41226	RETIREE INSURANCE	651.19
503-3702-43316	GAS & OIL	1,184.65
503-3702-43465	RENT OF EQUIPMENT	253.73
503-3702-43770	SUBSCRIPTION & DUES	1,900.00
503-3702-43775	TELEPHONE	247.03
503-3702-43780	UTILITIES	5,719.96
503-3702-44606	OFFICE SUPPLIES	92.56
503-3702-44607	FIELD SUPPLIES	18,952.56
503-3702-44613	NON-CAPITAL ITEMS	3,190.93
503-3702-45796	FRANCHISE TAX-ELECTRIC...	3,918.91
503-3702-47420	MAINTENANCE-VEHICLE/...	5,691.90
503-3702-48598	PROFESSIONAL SERVICES	5,417.72
503-3702-50795	WHOLESALE POWER COS...	379,366.24
504-3803-41226	RETIREE INSURANCE	228.00
504-3803-43316	GAS & OIL	1,107.08
504-3803-43465	RENT OF EQUIPMENT	422.53
504-3803-43775	TELEPHONE	69.52
504-3803-43780	UTILITIES	8,545.10
504-3803-43797	WATER CONSERVATION-...	896.98
504-3803-44606	OFFICE SUPPLIES	26.48
504-3803-44607	FIELD SUPPLIES-WATER D...	6,109.18

**Account Summary**

Account Number	Account Name	Payment Amount
504-3803-45796	FRANCHISE TAX-WATER D...	939.02
504-3803-47415	MAINTENANCE-REPAIRS ...	6,071.00
504-3803-47420	MAINTENANCE-VEHICLE/...	291.62
504-3803-48598	PROFESSIONAL SERVICES	15,407.02
505-3904-41226	RETIREE INSURANCE	900.48
505-3904-43316	GAS & OIL	4,773.20
505-3904-43403	REGULAR BUILDING MAI...	17,594.29
505-3904-43465	RENT OF EQUIPMENT	280.03
505-3904-43770	SUBSCRIPTION & DUES	200.00
505-3904-43775	TELEPHONE	164.76
505-3904-43780	UTILITIES	726.25
505-3904-44607	FIELD SUPPLIES-SOLID WA...	1,691.00
505-3904-44615	SAFETY EQUIPMENT	200.00
505-3904-45601	WASTE DISPOSAL	59,135.86
505-3904-45796	FRANCHISE TAX	1,486.22
505-3904-47420	MAINTENANCE-VEHICLE/...	4,578.13
506-4005-41226	RETIREE INSURANCE	493.72
506-4005-42720	EMPLOYEE TRAINING-WA...	60.00
506-4005-43316	GAS & OIL	845.07
506-4005-43770	SUBSCRIPTION & DUES	200.00
506-4005-43775	TELEPHONE	364.27
506-4005-43780	UTILITIES	1,303.91
506-4005-44607	FIELD SUPPLIES-WASTEWA...	2,205.44
506-4005-47420	MAINTENANCE-VEHICLE/...	1,075.81
506-4005-48598	PROFESSIONAL SERVICES	3,155.35
506-4005-48798	VILLAGE OF WILLIAMSBU...	3,576.80
508-4303-41226	RETIREE INSURANCE	225.60
508-4303-43465	RENT OF EQUIPMENT	1,233.49
508-4303-43775	TELEPHONE	80.16
508-4303-43780	UTILITIES	635.41
508-4303-44607	FIELD SUPPLIES	2,332.93
509-4403-41226	RETIREE INSURANCE	64.81
509-4403-43316	GAS & OIL	138.15
509-4403-43465	RENT OF EQUIPMENT	81.70
509-4403-43770	SUBSCRIPTION & DUES	945.00
509-4403-43775	TELEPHONE	448.92
509-4403-43780	UTILITIES	1,209.30
509-4403-44606	OFFICE SUPPLIES	516.55
509-4403-47420	MAINTENANCE VEH/EQUI...	30.00
509-4403-48598	PROFESSIONAL SERVICES	3,797.00
600-7003-43316	GAS & OIL	137.79
600-7003-43465	RENT OF EQUIPMENT	225.26
600-7003-44606	OFFICE SUPPLIES	172.43
600-7003-44607	FIELD SUPPLIES	5,952.77
600-7003-44613	NON-CAPITAL ITEMS	67.99
600-7003-44615	SAFETY EQUIPMENT	114.59
600-7003-47420	MAINTENANCE-VEHICLE/...	139.73
	<b>Grand Total:</b>	<b>947,373.35</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	947,373.35
<b>Grand Total:</b>	<b>947,373.35</b>

Accounts Payable Transfer Sheet - 21-22 FY  
 Post Date Ending: 02/04/22,02/10/22,02/18/22,02/25/22

Fund	Fund Description	Fund Totals				GRAND TOTAL TRANSFERS	Fund Numbers
		2/4/2022	2/10/2022	2/18/2022	2/25/2022		
101	General	\$50,943.22	\$16,267.83	\$20,265.51	\$9,247.11	\$96,723.67	101
201	Local Government Corrections	\$188.00		\$2,420.00		\$2,608.00	201
209	State Fire	\$6,310.95	\$54.25	\$461.28	\$986.82	\$7,813.30	209
211	Law Enforcement Protection	\$1,139.95		\$1,562.05	\$3,130.83	\$5,832.83	211
214	Lodger's Tax	\$19,789.62	\$411.37	\$2,391.57		\$22,592.56	214
216	Street Renovation	\$7,003.00	\$1,585.76	\$1,094.25	\$60.00	\$9,743.01	216
217	Municipal Recreation					\$0.00	217
292	Federal Seizure Share					\$0.00	292
293	Veterans Wall Perpetual					\$0.00	293
294	State Library	\$216.76	\$99.95		\$180.53	\$497.24	294
295	Municipal Pool	\$974.88		\$28.80	\$59.09	\$1,062.77	295
296	PD-GRT Fund	\$56,037.21		\$2,878.27	\$37,053.55	\$95,969.03	296
298	PD-Donations					\$0.00	298
302	Electrical Construction					\$0.00	302
303	Veterans Memorial				\$148.36	\$148.36	303
304	SJOA - Grants					\$0.00	304
305	Capital Improvement General					\$0.00	305
306	Capitai Improvement Joint Utility					\$0.00	306
307	Golf Course Improvements					\$0.00	307
308	USDA -Sweeper					\$0.00	308
309	USDA-Wastewater					\$0.00	309
310	R&R-Emergency					\$0.00	310
311	R&R-Sewer					\$0.00	311
312	R&R-Airport		\$57,126.37			\$57,126.37	312
313	R&R-Water					\$0.00	313
314	CDBG - Grant					\$0.00	314
315	CI Reserve- Non Capital Equipment					\$0.00	315
316	Emergency Reserve	\$29,963.46				\$29,963.46	316
320	USDA Water System Improvements					\$0.00	320
360	NMFA PROJECTS					\$0.00	360
380	Cemetery		\$2,991.22			\$2,991.22	380
403	Pledge State Tax	\$18,834.93				\$18,834.93	403
501	Cemetery			\$335.16		\$335.16	501
502	Utility Office	\$2,025.18		\$1,151.57	\$1,693.61	\$4,870.36	502
503	Electric Dept	\$32,520.97	\$345,024.30	\$42,719.06	\$6,323.05	\$426,587.38	503
504	Water Dept	\$9,449.57	\$5,924.29	\$3,013.31	\$21,726.36	\$40,113.53	504
505	Solid Waste	\$41,564.16	\$867.05	\$30,354.47	\$18,944.54	\$91,730.22	505
506	WasteWater	\$1,092.25	\$5,572.08	\$3,455.23	\$3,160.81	\$13,280.37	506
507	Solid Waste Landfill/Collection					\$0.00	507
508	Golf Course	\$1,275.04	\$173.53	\$748.21	\$2,310.81	\$4,507.59	508
509	Municipal Airport	\$812.66	\$4,783.44	\$200.56	\$1,434.77	\$7,231.43	509
600	Internal Service Fund	\$112.63	\$929.57	\$2,997.65	\$2,770.71	\$6,810.56	600
700	PD Bond					\$0.00	700

<b>Grand Total-Accounts Payable</b>	<b>\$280,254.44</b>	<b>\$441,811.01</b>	<b>\$116,076.95</b>	<b>\$109,230.95</b>	<b>\$0.00</b>	<b>\$947,373.35</b>



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

Agenda Item #: F.4

**SUBJECT:** Take-home vehicle form for the Water Department.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** March 2, 2022

**SUBMITTED BY:** Angela A. Torres

**WHO WILL PRESENT THE ITEM:** Consent Calendar

**Summary/Background:**

The City of Truth or Consequences Water Department has an employee who will be taking home a City Vehicle. 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 from Ezekiel Alvarez.

**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. [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 3-9-2022



## Take Home Vehicle Authorization Request

Employee: Ezekiel Alvarez Department: Water

Position Title: Water Foreman Commute Miles/Day: 2

Employee Address: 812 N. Elm

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.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Jesse Cole 3-2-22  
\_\_\_\_\_  
Department Director Signature

Approved  Denied

Commission

Approved

Denied

\_\_\_\_\_  
Amanda Forrister, Mayor Signature

\_\_\_\_\_  
Date



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

Agenda Item #: G.1

**SUBJECT:** Public Hearing and Final Adoption of Ordinance No. 726 Amending Chapter 16 Article XI Sec. 11-11-6. - Recreational Vehicles, Boats, Camping and Travel Trailers and Truck Campers as Dwellings

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** March 3, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez/Chief Victor Rodriguez

**Summary/Background:**

Ordinance 726 was approved for publication 2/9/2022 with amendments to include provisions for temporary parking for special events. Ordinance was amended prior to publication, staff is requesting final adoption of Ordinance 726.

**Recommendation:**

Approve Ordinance No. 726 for final adoption

**Attachments:**

- Ordinance No. 726

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

**Legal Review (City Attorney):** Yes

**Approved For Submittal By:**  Department Director

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

**Final Approval:**  City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved  Denied  Other: -

File Name: CC Agendas 03-09-2022

**ORDINANCE NO. 726**

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, BE AMENDED BY AMENDING SECTION 11-11-6 PERTAINING TO RECREATIONAL VEHICLES, BOATS, CAMPING AND TRAVEL TRAILERS AND TRUCK CAMPERS AS DWELLINGS:

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

Sec. 11-11-6. - Recreational Vehicles, Boats, Camping and Travel Trailers and Truck Campers As Dwellings shall be amended to read as follows:

Sec. 11-11-6. - Recreational Vehicles, Boats, Camping and Travel Trailers ~~and~~ Truck Campers ~~and Vehicles~~ as Dwellings:

Recreational vehicles, boats, camping and travel trailers, ~~and~~ truck campers ~~and vehicles~~ shall not be used as permanent ~~or temporary~~ dwellings or immobile living quarters on any private or city owned property or easement, except in a lawfully operated Recreational Vehicle Parks (RVP's) as approved by special use permit per Sec. 11-11-5. Utility connections ~~except for temporary electrical service~~ are permitted for said units only within recreational vehicle parks (RVP's) ~~and manufactured home parks (MHP's)~~. The use of said units ~~or other~~ as temporary living quarters must be approved and permitted by the designated zoning official, may not be permanently connected to sewer lines, water lines, or electrical lines and shall not exceed the timeframe as approved by the designated zoning official ~~and six months at a single location and shall be restricted to RVP's, MHP's or on a lot upon which a permanent dwelling is being constructed pursuant to 11-3-2 Building Permits and Plans and construction is moving forward in a timely manner.~~ Transit travelers passing through the City may be allowed temporary parking on a commercial privately owned property with property owner or management consent, but such parking shall be limited to a period of not more than 12 hours unless a vehicle emergency maintenance, roadway hazard, medical emergency or inclement weather incident exists where the parking timeframe may be extended to a reasonable time necessary to resolve the incident. Special event attendees may be allowed temporary parking on a public or privately owned property with the consent of the property owner or manager. Said parking may not exceed seven (7) consecutive days and will require written approval by City Management. Special events are defined as: pageants, fairs, carnivals and large athletic events, religious or entertainment events, or large community gatherings that typically have one or more of the following characteristics: outdoor amplified music, a stage or staging, event lighting, tents, additional parking accommodations, traffic restrictions, and other characteristics consistent with larger gatherings that are not consistent with occasional residential parties.

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

*Section 2.* This Ordinance shall take effect on the \_\_\_ day of \_\_\_\_\_ 2022.

**PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO**

**BY:** \_\_\_\_\_  
**AMANDA FORRISTER- Mayor**

**ATTEST:** \_\_\_\_\_  
*Angela A. Torres- City Clerk*





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

Agenda Item #: G.2

**SUBJECT:** Public Hearing and Final Adoption of Ordinance No. 727 amending Chapter 7, Article 2 of the Municipal Code of Ordinances related to Business Registration

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** March 3, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

**Summary/Background:**

Ordinance was approved for publication 2-9-2022. Staff is requesting approval of Ordinance 727 with effective date being July 1, 2022 as requested by Commission.

**Recommendation:**

Approve Ordinance No. 727 for final adoption

**Attachments:**

- Ordinance No. 727

**Fiscal Impact (Finance): Yes**

Revenue for Business Registration Fees

**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 3-09-2022

## CITY OF TRUTH OR CONSEQUENCES

### ORDINANCE 727

#### AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 7-32 PERTAINING TO APPLICATION TO DO BUSINESS, SECTION 7-35 PERTAINING TO DEFAULT; PENALTIES AND SECTION 7-36 PERTAINING TO DISPLAY.

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

**Section one.** That section 7-32 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

Any person proposing to engage in business within the municipal limits of Truth or Consequences, New Mexico, ~~after July 1, 1981, shall apply for~~ **submit an application to do business within the City of Truth or Consequences** and pay a business registration fee ~~for each outlet, branch, or location within the municipal limits of Truth or Consequences prior to engaging in business.~~

(Code 1962, § 5-1-2)

**Section two.** That section 7-35 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

In the event that ~~the City, by and through its City Attorney, files~~ a criminal complaint **is filed** in Municipal Court seeking enforcement of this section, any violator of this section may be penalized in accordance with section 1-10 of this Code. Further, the City reserves the right to initiate enforcement action in accordance with § 3-38-5, NMSA (1978) (1988 Repl. Pamphlet) and § 3-38-6, NMSA (1981).

(Ord. No. 471, § 1, 12-27-99; Ord. No. 604, 12-14-10; Ord. No. 635, § 2, 4-9-13)

**Section three.** That section 7-36 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

The Municipal Clerk shall provide a suitable certificate of registration or license to be furnished to each ~~place of~~ **registered** business coming within the terms of this chapter, and such certificate of registration or license shall be displayed at the place of business for which such registration or license is issued; and such license shall be displayed at the place of business clearly visible to the public at all times. Solicitors and similar licenses shall carry the license on their person while engaging in the business for which such license is issued.

(Ord. No. 635, § 3, 4-9-13)

**Section four.** All other provisions of the aforementioned codes not specifically amended by this ordinance, shall remain unchanged and in full force and effect as written.

**Section five.** Effective date. The provisions of this Amended Ordinance shall become effective five (5) days upon the publishing of its adoption.

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

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**AMANDA FORRISTER - Mayor**

**ATTEST:**

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**ANGELA TORRES – City Clerk**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

Agenda Item #: H.1

**SUBJECT:** Resolution No. 49 21/22 Budget Adjustment Request

**DEPARTMENT:** Finance Department

**DATE SUBMITTED:** February 28, 2022

**SUBMITTED BY:** Carol Kirkpatrick, Finance Director

**WHO WILL PRESENT THE ITEM:** Carol Kirkpatrick, Finance Director

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

**Recommendation:**

Approval Resolution No. 49 21/22 Budget Adjustment Requests for Fiscal Year 2021-2022

**Attachments:**

Resolution No 49 21/22

- 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. 49 21-22 Ordinance No. .

Continued To: . Referred To: .

Approved  Denied  Other: .

File Name: CC Agendas 3-9-2022



## **RESOLUTION NO. 49 21/22**

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

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

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

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

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

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

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

**PASSED, ADOPTED and APPROVED** this **9th day of March, 2022**.

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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

ENTITY NAME: City of Truth or Consequences  
 FISCAL YEAR: 2021-2022 3/9/2022  
 DFA Resolution Number: 49 21/22  
 BAR NUMBER 12

For Local Government Division use only:

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	Other State Funded Projects	380-7005-31380	State Co-Op DOT	Revenue	\$ 19,705	\$ -	\$ (19,705)	\$ -	Budgeted NMDOT Airport project TCS-19-01 from 2020-21 in 2021-22. However, the expense and revenue ran through 509 Municipal Airport in 2020-21. This is no longer needed.
1	Other State Funded Projects	380-7005-47415	Maint & Repair Grounds	Expense	\$ 21,894	\$ -	\$ (21,894)	\$ -	
1	Other State Funded Projects	380-7005-39935	Transfer In	Transfer	\$ 2,189	\$ -	\$ (2,189)	\$ -	
1	Muni Airport	509-4403-49930	Transfer Out	Transfer	\$ 2,189	\$ -	\$ (2,189)	\$ -	This is part of the same Airport project TCS-19-01 for the City's portion of expenses. No longer needed.
2	Senior Grants	304-4903-32010	State Agency on Aging	Revenue	\$ -	\$ 35,000.00	\$ -	\$ 35,000	Per Junior Bill Appropriations Agreement. City of T or C is the fiscal agent for the Senior Grants
2	Senior Grants	304-4903-43999	Operating Costs	Expense	\$ -	\$ 35,000.00	\$ -	\$ 35,000	Reimburse SJOA for meals, payroll, or other expenses associated with Senior Meals
3	Senior Grants	304-4903-32315	State Agency on Aging	Revenue	\$ 154,000	\$ -	\$ (2,000)	\$ 152,000	Overbudgeted amount for Building Maintenance. Grant was less than estimated.
3	Senior Grants	304-4903-43403	Regular Building Maint	Expense	\$ 154,000	\$ -	\$ (2,000)	\$ 152,000	Overbudgeted amount for Building Maintenance. Grant was less than estimated.
4	Airport	509-4403-43403	Regular Building Maint	Expense	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00	Use funds to repair sewer at the Airport (Received Reimbursement for Airport Rescue Grant for payroll and other expenditures. Submitted BAR 9/8/21)
4	Airport	509-4403-34318	Jet Fuel	Expense	\$ 60,000	\$ 13,000		\$ 73,000	Increase budget for jet fuel
5	General	101-1099-32392	Small Cities Assistane	Revenue	\$ 200,000	\$ 185,911		\$ 385,911	Originally budgeted \$200,000 in revenue. Actual amount came in at \$385,910.68. Will roll over to cash balance

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

**ATTEST:**

\_\_\_\_\_  
Angela Torres, Clerk-Treasur (Date)

\_\_\_\_\_  
Amanda Forrister, Mayor (Date)

# DOCUMENT #1

<b>7005 NMDOT AVIATION AIRFIELD MAINTENANCE AND CONSUMABLE ITEMS</b>						
<b>REVENUES</b>						
380-7005-31380	OTHER STATE GRANTS	19,705	-	(19,705)	19,705	-
	7/20/21 proceeds deposited to 509 Airport					
<b>TOTAL REVENUE</b>		<b>19,705</b>	<b>-</b>	<b>(19,705)</b>	<b>19,705</b>	<b>-</b>
<b>TRANSFERS IN (OUT)</b>						
380-7005-39935	TRANSFER IN FROM 509 AIRPORT	2,189	-	(2,189)	2,189	-
	OUT		-	-	-	-
<b>NET TRANSFERS</b>		<b>2,189</b>	<b>-</b>	<b>(2,189)</b>	<b>2,189</b>	<b>-</b>
<b>TOTAL REVENUE AND TRANSFERS</b>		<b>21,894</b>	<b>-</b>	<b>(21,894)</b>	<b>21,894</b>	<b>-</b>
<b>OPERATING EXPENSES</b>						
380-7005-47415	MAINTENANCE & REPAIR GROUNDS & ROADWAY	21,894	-	21,894	21,894	-
	7/20/21 costs from 509 Airport					
<b>TOTAL OPERATING EXPENSES</b>		<b>21,894</b>	<b>-</b>	<b>21,894</b>	<b>21,894</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>						
380-7011-80805	BUILDINGS & STRUCTURES	-	-	-	-	-
380-7011-80847	ROADWAYS/BRIDGES	-	-	-	-	-
<b>TOTAL CAPITAL OUTLAY</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>GRAND TOTAL 7005 NMDOT AVIATION AIRFIELD MAINTENANCE AND CONSUMABLE ITEMS</b>		<b>21,894</b>	<b>-</b>	<b>21,894</b>	<b>21,894</b>	<b>-</b>

Expenses Received 20-21

# DOCUMENT #2

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

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

**APPROPRIATION NUMBER:**      **APPROPRIATION AMOUNT:**      **REVERSION DATE:**

ZF9280

\$35,000.00

June 30, 2022

**APPROPRIATION LANGUAGE**  
For Senior Meal sites.

Grant funds unexpended by June 30, 2022, 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 City of Truth or Consequences/Sierra Joint Office on Aging:

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

Entity

Date

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 ZF9280 in the amount of \$35,000.00.

ALTSD Agency

Date

# DOCUMENT #3

**Senior Grants 2021-22**

Project Number	Description	Amount	Commission Approved	Reverts
A21F2057	Home Delivered Meal Vehicle	\$ 47,000.00	1/12/2022	6/30/2023
A21F2059	Purchase and Equip Vehicles	<u>\$ 58,413.00</u>	1/12/2022	6/30/2023
		\$ 105,413.00		
A21F2058	Renovations Ken James Senior Cen	\$ 76,000.00	1/12/2022	6/30/2025
A21F2060	Replace HVAC Units	<u>\$ 76,000.00</u>	1/12/2022	6/30/2025
		\$ 152,000.00		
		\$ 257,413.00		
	Amount Budgeted	<u>\$ 259,413.00</u>		
	Over Budgeted	<u>\$ (2,000.00)</u>		

# DOCUMENT #4

Local Government Division  
 Financial Management Bureau  
 SCHEDULE OF BUDGET ADJUSTMENTS

9-8-21

ENTITY NAME: City of Truth or Consequences  
 FISCAL YEAR: 2021-2022  
 DFA Resolution Number: 21 21/22  
 BAR NUMBER: 3

BAR for 9/8/21

For Local Government Division use only:

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	R&R Airport	312-7014/7015-32375	Other State Grants	Revenue	\$ 11,919	\$ 126,000		\$ 137,919	NMDOT Aviation Grant
1	R&R Airport	312-7015-80810	Other Capital Equipment	Expense	\$ -	\$ 106,000		\$ 106,000	Tractor and Attachments
1	R&R Airport	312-7014-44607	Field Supplies	Expense	\$ -	\$ 20,000		\$ 20,000	Airfield Maintenance and Consumables
2	Airport	509-4403-31375	Federal Grants and Loans	Revenue	\$ -	\$ 22,000		\$ 22,000	Airport Rescue Grant - Reimbursement for Operations and Expenses in the Airport Enterprise Fund
3	General Fund	101-1099-37371	Donations	Revenue	\$ -	\$ 382	\$ -	\$ 382	Received donation from the Rotary Club for signs at the Park
3	General Fund	101-1007-44613		Expense	\$ -	\$ 382		\$ 382	Purchse or sign at the Park using donated funds

ATTEST: Angela Torres, Clerk-Treasur (Date) Sandra Whitehead, Mayor (Date)



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southwest Region  
Louisiana, New Mexico

FAA ASW-640  
10101 Hillwood Parkway  
Fort Worth, TX 76177

### Airport Rescue Grant Transmittal Letter

August 5, 2021

The Honorable Sandra Whitehead  
505 Sims  
Truth or Consequences, NM 87901

Dear Ms. Whitehead:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-35-0042-023-2021 for Truth Or Consequences Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 20, 2021 in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

3-35-0042-023-2021

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

**LACEY D  
SPRIGGS**

Digitally signed by LACEY  
D SPRIGGS  
Date: 2021.08.05  
13:08:44 -05'00'

Lacey D. Spriggs  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AIRPORT RESCUE GRANT**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date August 5, 2021

Airport/Planning Area Truth Or Consequences Municipal Airport

Airport Rescue Grant No. 3-35-0042-023-2021

Unique Entity Identifier 079342838

TO: City of Truth or Consequences  
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 9, 2021, for a grant of Federal funds at or associated with the Truth Or Consequences Municipal Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Truth Or Consequences Municipal Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Truth Or Consequences Municipal incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

**NOW THEREFORE**, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

#### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$22,000, allocated as follows:  
    \$22,000 ARPA KW2021
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
  - a. **The Period of Performance:**
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. **The Budget Period:**
    1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
  - c. **Close out and Termination.**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before August 20, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**18. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
  2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
    - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
  - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
  - d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
    - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.
- 20. Employee Protection from Reprisal.**
- a. Prohibition of Reprisals —
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
      - a. Gross mismanagement of a Federal grant;
      - b. Gross waste of Federal funds;
      - c. An abuse of authority relating to implementation or use of Federal funds;
      - d. A substantial and specific danger to public health or safety; or
      - e. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
      - a. A member of Congress or a representative of a committee of Congress;
      - b. An Inspector General;
      - c. The Government Accountability Office;
      - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
      - e. A court or grand jury;
      - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - g. An authorized official of the Department of Justice or other law enforcement agency.
    - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
    - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

#### **SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS**

##### **CONDITIONS FOR EQUIPMENT -**

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

##### **CONDITIONS FOR UTILITIES AND LAND -**

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

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- b. **FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and**
- c. **The utilities must serve a purpose directly related to the Airport.**

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated August 5, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

**LACEY D  
SPRIGGS**

Digitally signed by LACEY D  
SPRIGGS  
Date: 2021.08.05 13:09:34 -05'00'

*(Signature)*

**Lacey D. Spriggs**

*(Typed Name)*

**Manager, Louisiana/New Mexico  
Airports District Office**

*(Title of FAA Official)*

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated

August 11, 2021

City of Truth or Consequences

*(Name of Sponsor)*



*(Signature of Sponsor's Designative Official/Representative)*

Sandra Whitehead

*(Type Name of Sponsor's Designative Official/Representative)*

Mayor

*(Title of Sponsor's Designative Official/Representative)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Jay Rubin, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated 8-11-2021

By:



(Signature of Sponsor's Attorney)

## AIRPORT RESCUE GRANT ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**11. Veteran's Preference.**

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **13. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

#### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. It is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

#### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

**17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**18. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

#### 20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration
 

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

  - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

**"The City of Truth or Consequences, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."**

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 9, 2021.

**23. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**24. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**Current FAA Advisory Circulars Required for Use in AIP Funded and PFC  
Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

# DOCUMENT #5



# State of New Mexico

Department of Finance and Administration

## Warrant Remittance

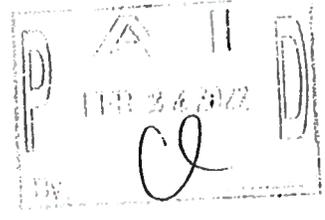
Business Unit: 33301 TRD - DISTRIBUTIONS P. O. Box 630 Santa Fe, NM 87504 Ph: 505/827-0700

Warrant No: 2000711312 Date: 02/22/2022 Supplier Number: 0000054340 Supplier Name: CITY OF TRUTH OR CONSEQUENCES

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Late Charge	Paid Amount
D1690468352	18.Feb.2022	00055948	385,910.68	0.00	0.00	385,910.68

CMP Distribution for Jan 2022

Rec 385,910.68  
 Budget 200,000 a  
 -----  
 185,910.68



Warrant Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
2000711312	02/22/2022	\$385,910.68	\$0.00	\$0.00	\$385,910.68

THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK - HOLD AT ANGLE TO VIEW

56-382  
412



THE TREASURER OF THE STATE OF NEW MEXICO  
WILL PAY THROUGH HIS FISCAL AGENT

# State of New Mexico

Department of Finance and Administration  
Santa Fe, New Mexico

02/22/2022 Date

VOID AFTER ONE YEAR  
2000711312

\$385,910.68\*\*\*

PAY THIS AMOUNT

Pay: \*\*\*\*THREE HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED TEN AND 68/100 DOLLAR \*\*\*\*

To: CITY OF TRUTH OR CONSEQUENCES  
CFT & CRS DISTRIBUTIONS  
505 SIMS ST.  
TORC NM 87901-2727

*Deborah R. ...*  
Secretary of Dept. of Finance and Administration

⑈ 2000711312⑈ ⑆041203824⑆ 9690828539⑈

**Kerin Salcedo**

---

**From:** LeClair, Chelsea  
**Sent:** Thursday, February 24, 2022 1:47 PM  
**To:** Kirkpatrick, Carol  
**Cc:** Kerin Salcedo  
**Subject:** Small Cities FW: Receipt #R00253889

-----Original Message-----

**From:** [noreply@tylerhost.net](mailto:noreply@tylerhost.net) <[noreply@tylerhost.net](mailto:noreply@tylerhost.net)>  
**Sent:** Thursday, February 24, 2022 1:41 PM  
**To:** LeClair, Chelsea <[CLeClair@torcnm.org](mailto:CLeClair@torcnm.org)>  
**Subject:** Receipt #R00253889

CITY OF TRUTH OR CONSEQUENCES  
505 Sims St  
Truth or Consequences, NM 87901

-----  
DATE : 2/24/2022 2:39 PM

OPER : CL

TKBY : CL

TERM : 9

REC# : R00253889

STSMA STATE SMALL CITIES ASSISTANCE  
SMALL CITIES DIST 2022 385910.68  
101-1099-32392 -385910.68

Check 385910.68 REF:20000711312



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

Agenda Item #: I.1

**SUBJECT:** Request for the placement of a Porta Potty at the Carole Wheeler Dog Park.  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** March 1, 2022  
**SUBMITTED BY:** Carole Wheeler  
**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**Summary/Background:**

Please see attached form.

**Recommendation:**

**Attachments:**

- Request Form
- Draft 2-7-22 Recreation Advisory Board Minutes.

**Fiscal Impact (Finance):** Unknown

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

**Approved For Submittal By:**  Department Director

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

**Final Approval:**  City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved  Denied  Other: -

File Name: CC Agendas 3-9-2022



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: \_

**SUBJECT:** Carole Wheeler Dog Park Portable Toilet

**DATE SUBMITTED:** \_\_\_\_\_

**SUBMITTED BY:** Carole Wheeler

***Summary/Background:***

My name is Carole Wheeler, the unofficial coordinator between the City of T or C and the Carole Wheeler Dog Park.

I am here to request the City Manager's and City Commissioner's consideration for the placement of a portable toilet at the dog park. Our dog park is a very busy site year round, for our residents to share some social time with other people and their pets. The dog park is intended to be a clean and healthy environment for our canine citizens and their owners.

As you are aware our City has a very large population of seniors, which also carries over to the dog park patron's demographics. Additionally, there is a significant amount of tourists and winter visitors who visit the dog park. These "snowbirds" are also seniors. Unfortunately with the senior designation comes the inability to easily walk, bend, stand, and otherwise move.

At the present time, there is no close, accessible restroom facility to serve the dog park. Patrons have to cut their visits short, leash up their pets and leave, either to go home or to find a facility.

Within this City, there are other recreation areas utilizing a porta potty facility, such as Rotary Park, and the Gene Speer tennis court area. There are two potties at the tennis courts, which are placed in the parking lot adjacent to the Municipal Court.

This request is for one porta potty at the dog park. Placement would be at the north side of the large dog area outside of the fence. There is an approximately 32 ft. long by 7 ft. wide, grassy area for placement. Open access for servicing is available from the marked parking area on Date St. Visibility from Date St. would be minimal for drivers negotiating the turn from Broadway to Date St.

Servicing costs for 1 porta potty is \$100.00 per month, and includes service every two weeks. The PALS volunteer organization could help offset the costs of servicing if required by the City.

DRAFT

CITY OF TRUTH OR CONSEQUENCES  
RECREATION ADVISORY BOARD  
MINUTES OF THE REGULAR MEETING  
FEBRUARY 7, 2022

CALL TO ORDER: The meeting was called to order at 6:10 P.M. by Chairman, Ingo Hoepfner at the City of T or C Commission Chambers.

ROLL CALL

Ingo Hoepfner, Chair  
Carole Wheeler, Board Member  
David Dawdy, Board Member  
Greg D'Amour, Board Member

OTHERS IN ATTENDANCE: Chuck Wentworth, Sentinel, Tracy Alvarez, City of T or C, O.J. Hechler, Dir. Public Svcs, City of T or C.

PLEDGE OF ALLEGIANCE - was recited.

The Agenda was approved with a motion by Carole and second by Greg.

The Minutes of the Regular Meeting of January 3, 2022 were approved with a motion by Carole and a second by Greg.

Recreation Advisory Board Master Plan continuation -

Ingo Hoepfner, Chair, presented a preliminary plan for the development of ad hoc committees to assist the City with various venues within the City. He explained ways a specialized committee might enhance public input through additional social media connections, and by conducting more focused public meetings and/or discussions. After much discussion, the Board Recognized that moving forward would first require a clarified approach. The Board agreed to return to the issue and to discuss potential action during the next regular meeting.

COMMENTS FROM THE PUBLIC

Candace Stokes, local resident and one of four residents attending the meeting, spoke regarding more information for Ingo's long range plan. She indicated a desire to learn more and offered encouragement.

## RECREATION DEPARTMENT NEEDS ASSESSMENT UPDATE

Swimming Pool Update - O.J. Hechler indicated the pool is closed for the winter, and planned to open in April, depending upon adequate pool employees.

Dog Park Update - Carole presented a request to be on the City Commission Agenda to be allowed to have a portable toilet at the dog park. Photos showing an area for the placement, as well as adequate space for servicing. The Board voted unanimously to forward the request to the City Commission for placement on its agenda.

Ball field and Parks Update - O.J. stated that Little League registration is currently in process until the end of this month. As of this meeting date there have been no hires for the Parks and Rec Dept. vacancies. There are a few applicants to be interviewed.

### OTHER DISCUSSION -

O.J. told the Board that beginning Thursday, February 17<sup>th</sup>, the Dog Park will be closed for City maintenance, and every Thursday thereafter. This set schedule will enable the Parks Dept. to better utilize its time.

ADJOURNMENT - The meeting was adjourned at 7:00 p.m. with a motion by Carole and second by Ingo.



# City of Truth or Consequences

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

Agenda Item #: I.2

**SUBJECT:** Approval of Purchase Requisitions Over \$20,000  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** March 1, 2022  
**SUBMITTED BY:** Carol Kirkpatrick, Finance Director  
**WHO WILL PRESENT THE ITEM:** Carol Kirkpatrick, Finance Director

**Summary/Background:**

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

**Recommendation:**

Approval Recommended by Finance Director

**Attachments:**

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

**Fiscal Impact (Finance):** Yes

As Per Total on Listing of Purchase Requisitions.

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

**Approved For Submittal By:**  Department Director

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

**Final Approval:**  City Manager

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

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

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

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

File Name: CC Agendas 3-3-2022

**PURCHASE REQUISITION APPROVAL  
COMMISSION MEETING 3/9/22**

**2021-22 FISCAL YEAR**

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
87093	Sierra Joint Office on Aging	Reimburse SJOA for expenses related to Senior Meals per Junior bill Appropriations Agreement	Carol Kirkpatrick	Senior Grants	\$ 35,000.00	N/A
	Funding Sources	\$35,000 Junior Bill Appropriations Agreement Aging and Long Term Services Department (ALTSD)				
87125	Vendor Pending Quotes	Remodel Bathroom at Ralph Edwards Park	Traci Alvarez	Parks & Rec	\$ 32,505.00	Quotes
	Funding Sources	PPRF-4958 Loan Proceeds for Parks Rehabilitation				
					\$ 67,505.00	

ATTEST:

\_\_\_\_\_  
Angela Torres, Clerk-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amanda Forrister, Mayor

\_\_\_\_\_  
Date



# REQUISITION

**Requisition #:** 87093

**Date:** 02/25/2022

**Vendor #:** 1555

**ISSUED TO:** SIERRA JOINT OFFICE ON AGING  
P.O. BOX 829  
T OR C, NM 87901

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 REIMBURSE SJOA FOR EXPENSES RELAT		0.00 304-4903-44607	35,000.00
<b>PO Description:</b> REIMBURSE SJOA FOR EXPENSES RELATED TO SR MEALS				
<b>Detailed Description:</b> PER JUNIOR BILL APPROPRIATIONS AGREEMENT				

**Authorized By:** \_\_\_\_\_

<b>SUBTOTAL:</b>	35,000.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	35,000.00

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

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

**APPROPRIATION NUMBER:**    **APPROPRIATION AMOUNT:**    **REVERSION DATE:**

ZF9280

\$35,000.00

June 30, 2022

**APPROPRIATION LANGUAGE**  
For Senior Meal sites.

Grant funds unexpended by June 30, 2022, 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.

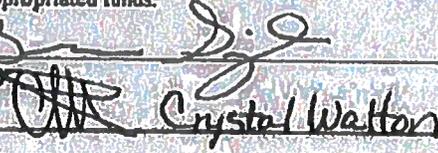
**CERTIFICATION**

I hereby certify that City of Truth or Consequences/Sierra Joint Office on Aging:

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

Entity

  
Crystal Walton

Date

Date

02/17/22

2/22/22

**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 ZF9280 in the amount of \$35,000.00.

ALTSD Agency

Date



# REQUISITION

Requisition #: 87125

Date: 03/03/2022

Vendor #: 0156

ISSUED TO: CITY OF T OR C

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

*Vendor Pending Quotes*

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 BATHROOM REMODEL RALPH EDWARDS		0.00 315-8007-43403	32,505.00

**PO Description:** RALPH EDWARDS BATHROOM REMODEL-VENDOR PENDING

**Detailed Description:**

REMOVE ALL MATERIALS FROM INTERIOR OF BOTH RESTROOMS EXPOSING FRAMING, REMOVE TILE FROM FLOORS AND ALL FIXTURES. REPLACE PLUMBING AS NECESSARY TO ADAPT TO COMMERCIAL TOILETS AND ADA SINKS ALSO TO INCLUDE A FLOOR DRAIN. ADDRESS ANY ISSUES WITH ELECTRICAL AND ADAPT TO INSTALL AN LED COMMERCIAL LIGHT FIXTURES. ADDRESS ISSUES PERTAINING TO FRAMING AND BACKING TO ALLOW FOR WALL HUNG SINK. REMOVE EXTERIOR DOORS AND REPLACE WITH NEW COMMERCIAL EXTERIOR DOORS TO INCLUDE CLOSURES. DOORS WILL BE PAINTED WITH COLOR APPROVED BY CITY. INSTALL NEW 5/8 MOLD RESISTANT DRYWALL, TAPE, AND BED DRYWALL. INSTALL SUBWAY 3X6" TILE FLOOR TO CEILING, INCLUDING INSTALLATION, GROUTING, AND SEALING. PAINT CONCRETE FLOOR AFTER GRINDING CONCRETE WITH AN EPOXY PAINT COAT CEILING WITH SILICONE BASED COATING. INSTALL ALL PLUMBING.

<b>SUBTOTAL:</b>	30,000.00
<b>TOTAL TAX:</b>	2,505.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	32,505.00

Authorized By: \_\_\_\_\_



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

Agenda Item #: I.3

**SUBJECT:** Consideration to appoint Art Burger to serve as a city representative on the Sierra Vista Hospital Governing Board.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** March 1, 2022

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

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

**Summary/Background:**

The city has a vacancy for a city representative to serve on the Sierra Vista Hospital Governing Board. This vacancy is usually filled by a member of the public, and is appointed by our Governing Body. This vacancy has been advertised, and has also been announced during the past few Commission Meetings. Art Burger submitted a letter (email) of interest to serve as a city representative on the board, and no other letters were received.

**Recommendation:**

Appoint Mr. Burger to serve as a city representative on the Sierra Vista Hospital Governing Board.

**Attachments:**

- Letter of interest.

**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 3-9-2022

## Torres, Angela

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**From:** Swingle, Bruce  
**Sent:** Friday, January 28, 2022 9:13 AM  
**To:** Torres, Angela  
**Cc:** Gardner, Tammy  
**Subject:** FW: Hospital

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

Angela: Art Burger submitted is email of interest to serve on the hospital governing board.

Bruce Swingle,  
City Manager

### Professionalism, it's a Habit, not an Act

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**From:** Art Burger [<mailto:artburger@burgercarroll.com>]  
**Sent:** Thursday, January 27, 2022 5:29 PM  
**To:** Swingle, Bruce  
**Subject:** Hospital

Hi Bruce,

It has come to my attention that there is a TorC representation vacancy on the Hospital Board. I would be interested in being considered for the position. I know you have my resume but if you or the Commissioners have any questions please let me know.

Thanks, Art  
505-231-8127



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

Agenda Item #: I.4

**SUBJECT:** Request to purchase Microsoft Word and carrying cases for the Commissioner's tablets.  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** March 1, 2022  
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer  
**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**Summary/Background:**

Various Commissioners requested cases for their city tablets, as well as Microsoft Word to be installed on each tablet. This item is to discuss whether or not the Commission would like to proceed with the purchase of said items.

**Recommendation:**

-

**Attachments:**

• -  
-

**Fiscal Impact (Finance):** TBD

-

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

-

**Approved For Submittal By:**  Department Director

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

**Final Approval:**  City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved  Denied  Other: -

File Name: CC Agendas 3-9-2022



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: March 9, 2022

Agenda Item #: I.5

**SUBJECT:** Request from AT&T and MD7 to facilitate modifications to the current cell site tower lease on Kopra Street.

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** March 1, 2022

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

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

**Summary/Background:**

AT&T has partnered with MD7 and they are requesting to facilitate modifications to the current cell site tower lease on Kopra Street.

**Recommendation:**

Staff recommends that the Governing Body reject the proposal.

**Attachments:**

- Proposal Letter
- Current Equipment Space Agreement

**Fiscal Impact (Finance): Yes**

Proposed amount is indicated in the letter from MD7.

**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 3-9-2022



# MD7

February 2, 2022

Bruce Swingle  
505 Simms Street  
City of Truth or Consequences, NM 87901

Re: Communications Facility located at Kopra Street Section 28 Township 13S Range 4W, Truth Or Consequences, NM 87901

Contract #: 49044 / FA#: 10093217

Dear Landlord,

As you are aware, AT&T Mobility ("AT&T") has partnered with MD7 to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network.

### Changes in the Wireless Industry

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

### Eliminating Risk and Increasing Value

AT&T is addressing this shift by reviewing its cell site portfolio. AT&T has partnered with MD7 to offer selected landlords like you the opportunity to minimize the business risks associated with industry uncertainties and to increase the value of your cell site lease.

### Criteria for Cellular Site Retention

AT&T is willing to offer the following option to secure a longer-term lease with you:

- **\$456.25** per month, commencing **May 1, 2022**
- **10%** rent increase every 5 years, commencing **May 1, 2030**
- Extension of Lease through **October 20, 2060**
  
- Right of First Refusal

"Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises ("Offer"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this paragraph, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this paragraph. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this paragraph with respect to any future proposed conveyances as described herein."

■ Sale of Property

(a) "Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of the Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to the Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this paragraph shall in no way limit or impair the obligations of Landlord under the Agreement, including interference and access obligations."

■ Removal/Restoration

"In addition to the terms set forth in the Agreement, Landlord agrees that the Communications Facility and any related equipment brought to the Premises by Tenant, its agents, contractors, predecessors in interest or subTenants, shall be and remain Tenant's personal property or the personal property of its subTenant(s), as the case may be. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Tenant, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Agreement, without notice to Landlord and without Landlord's consent. Notwithstanding any terms to the contrary, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities. Tenant, may, in its sole discretion, transfer any improvements or alterations to the Premises to Landlord at any time during the Term of the Agreement without notice to the Landlord and without the Landlord's consent."

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to **February 15, 2021**.

Thank you for your consideration.

Sincerely,

**MD7** Gerardo Bucio

*Lease Consultant*

**d:** (858) 257-1598 **f:** (858) 430-2722  
**a:** 10590 West Ocean Air Drive, Suite 300  
San Diego, CA 92130  
**e:** BucioG@md7.com

**Authorized Agent for AT&T Mobility**

cc: Gregory D. Ohmer  
*Director-Network Planning, AT&T Mobility*





AT&T Network Real Estate Administration  
575 Morosgo Drive  
Suite 13-F West Tower  
Atlanta, GA. 30324

06/14/2013

CITY OF TRUTH OR CONSEQUENCES>9M  
505 SIMS STREET  
TRUTH OR CONSEQUENCES, NM 87901



Re: NOTICE OF NEW LEGAL NOTICE ADDRESS  
10093217 Truth or Consequences

Dear CITY OF TRUTH OR CONSEQUENCES>9M:

Our Wireless Network Real Estate Administration department is moving its office. Effective immediately, all legal notices relating to the cell site lease referenced above should be sent to AT&T with a copy (as referenced above) of that letter sent to AT&T's Legal Department. Any other correspondence should be sent to only AT&T Network Real Estate.

By U.S. Postal Service or Overnight Courier  
AT&T Network Real Estate Administration  
Re: 10093217  
Suite 13-F West Tower  
575 Morosgo Drive NE  
Atlanta, GA 30324

With a copy to:

By U.S. Postal Service  
New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Fixed Asset #: 10093217, Cell Site Name: ALBQNM612, NM  
208 S. Akard Street  
Dallas, TX 75202-4206

**KEEP THIS LETTER WITH YOUR LEASE AGREEMENT AND OTHER IMPORTANT LEGAL DOCUMENTS**

If tax bills are being mailed directly to AT&T from the Taxing Authority, please notify your local taxing authority of our new U.S. Postal Service address to avoid possible tax liens or risk of property loss.

We look forward to a continued successful relationship with you, to receive more details regarding this move notification you can contact us at [G22140@att.com](mailto:G22140@att.com).

In addition to our move, we need you to spread the word - AT&T is going green! It is easy to make the change from receiving paper checks and take advantage of the time saving payment method of direct deposit. Send your request to make the change to [tovenmtce@att.com](mailto:tovenmtce@att.com) with your supplier name and number, Bank Name, Bank Routing Number (must be a 9-digit number), Bank Account Number (include leading zeros), and email address for the recipient of remittance information.

If you need your supplier number, please contact us at 1-866-921-6959, option 2, and then option 2 again.

For AT&T,

Linda Butler  
Director of Network Real Estate Administration

Via Certified Mail  
Tracking Number 7004-1350-0004-4486-3210

November 10, 2005

City of Truth or Consequences  
City Clerk  
505 Simms Street  
Truth or Consequences NM 87901

Subject: Commencement of Lease Agreement for Site R612  
Your Reference: T or C

Dear Lessor:

Please accept this letter as notification that New Cingular Wireless PCS, LLC d/b/a Cingular Wireless is commencing the Additional Equipment Space Lease Agreement for the above-referenced cell site with an effective date of November 1, 2005. One fully executed copy is attached for your files.

You should receive a check for \$300.00 within the next twenty (20) business days at the address shown below. This amount represents payment for the period November 1, 2005 through November 30, 2005. Future monthly payments will be in the amount of \$300.00.

CITY OF TRUTH OR CONSEQUENCES  
505 SIMS STREET  
TRUTH OR CONSEQUENCES NM 87901

It is a priority of Cingular Wireless to maintain excellent tenant/lessor relationships. If you ever have any questions or concerns regarding our agreement, please contact this department on our toll-free number, 877-231-5447.

Sincerely,



Melodie Wade  
Real Estate Manager

cc: Cingular Wireless Project Manager  
File

Market: Albuquerque, NM  
Cell Site Number: R 612  
Cell Site Name: Truth of Consequences

## ADDITIONAL EQUIPMENT SPACE LEASE AGREEMENT

THIS ADDITIONAL EQUIPMENT SPACE LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by City of Truth or Consequences New Mexico, a municipal corporation, having a mailing address of 505 Simms Street Truth or Consequences, NM 87901 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at See Exhibit A, in the County of Sierra, State of New Mexico (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business to provide space for certain of Tenant's equipment necessary or advisable for the operation of its antennas and associated communications fixtures and equipment installed or to be installed on an antenna structure owned by a third party ("Antenna Landlord"), which antenna structure is located on the Property or adjacent property. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord leases to Tenant a certain portion of the Property containing approximately 900.8 square feet and grants such easements as are necessary for installation of all equipment required or advisable to connect Tenant's antennas located on the antenna structure owned by Antenna Landlord with the Communication Facility (as such term is defined in Paragraph 2 below) located in such portion of the Property, all as described on attached Exhibit 1, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached Exhibit 1 (collectively, the "Premises").

2. **PERMITTED USE.** Tenant may use the Premises in accordance with paragraph 1 for the construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antenna structure which is located on the Property or adjacent property, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment or relocate the Communication Facility within the

Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

**3. TERM.**

(a) The initial lease term will be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5<sup>th</sup>) annual anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the fourth (4<sup>th</sup>) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4<sup>th</sup>) extended term, then upon the expiration of the fourth (4<sup>th</sup>) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4<sup>th</sup>) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

**4. RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Three Hundred and No/100 Dollars (\$300.00) ("Rent"), at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In the event this Agreement is extended for additional five (5) year terms, the annual rent for each successive five (5) year term shall be paid as follows:

First Extended Term: \$4,140.00

Second Extended Term: \$4,761.00

Third Extended Term: \$5,475.00

Fourth Extended Term: \$6,296.50

Said payments shall be made in equal monthly installments.

**5. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use, Tenant's ability to secure a lease with Antenna Landlord for space on Antenna Landlord's antenna structure and such lease remaining in full force and effect during the Term hereof, and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances,

amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines in its sole discretion, due to the title report results or survey results that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord, if Tenant is unable to obtain a lease, license or similar agreement with Antenna Landlord for space on Antenna Landlord's antenna structure, if Tenant determines in its sole discretion that the cost of obtaining a lease, license or similar agreement with Antenna Landlord for space on Antenna Landlord's antenna structure is commercially unreasonable, or if the lease, license or similar agreement between Tenant and Antenna Landlord for space on Antenna Landlord's antenna structure expires or is terminated for any reason;

(d) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. **INSURANCE.**

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

#### **9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

#### **10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

#### **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of

any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility

company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

**17. NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:                   c/o Cingular Wireless LLC  
  Attn: Network Real Estate Administration  
  Re: Cingular Wireless Cell Site #: \_\_\_\_; Cell Site Name: \_\_\_\_  
  6100 Atlantic Boulevard  
  Norcross, Georgia 30071

With a copy to:               Cingular Wireless LLC  
  Attn.: Legal Department  
  Re: Cingular Wireless Cell Site #: \_\_\_\_; Cell Site Name: \_\_\_\_  
  15 E Midland Ave.  
  Paramus, NJ 07652

If to Landlord:               City of Truth or Consequences  
  Atten: City Clerk  
  505 Simms Street  
  Truth or Consequences, NM 87901

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

19. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

21. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Leased Property. Landlord shall provide Tenant with copies of all assessment notices on or including the Leased Property immediately upon receipt, but in no event less than three (3) business days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Leased Property by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Leased Property. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

23. **SALE OF PROPERTY.**

(a) If during Term of this Agreement Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property,") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property

shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Term of this Agreement Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as set forth in this Agreement.

(b) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 23 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

#### **24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a

statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

**(SIGNATURES APPEAR ON THE NEXT PAGE)**

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Mary B. Penner  
Print Name: Mary B. Penner

Mary B. Penner  
Print Name: Mary B. Penner

"LANDLORD"

City of Truth or Consequences

By: [Signature]  
Print Name: Jimmy L. Rainey  
Its: Mayor  
Date: Oct 14 05



"TENANT"

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

New Cingular Wireless PCS, LLC  
a Delaware limited liability company

By: [Signature]  
Print Name: MARK A. KOPEL  
Its: DIRECTOR, Network Services  
Date: 21 OCT 05

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

**TENANT ACKNOWLEDGMENT**

STATE OF Oregon )  
 ) ss:  
COUNTY OF Maricopa )

On the 21 day of Oct, 2005 before me personally appeared Mark Appel, and acknowledged under oath that he is the Director of Marketing of New Cingular Wireless PCS, LLC, the \_\_\_\_\_ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the \_\_\_\_\_.



CARLOTTA D. BENOIT  
Notary Public - Arizona  
Maricopa County  
Expires 09/15/08

Carlotta D. Benoit  
Notary Public: \_\_\_\_\_  
My Commission Expires: 9/15/08

**LANDLORD ACKNOWLEDGMENT**

**CORPORATE ACKNOWLEDGMENT**

STATE OF New Mexico )  
 ) ss:  
COUNTY OF Sierra )



I CERTIFY that on October 14th, 2005, Jimmy L. Rainey [name of representative] personally came before me and acknowledged under oath that he or she

- (a) is the Mayor [title] of City of Jolc [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

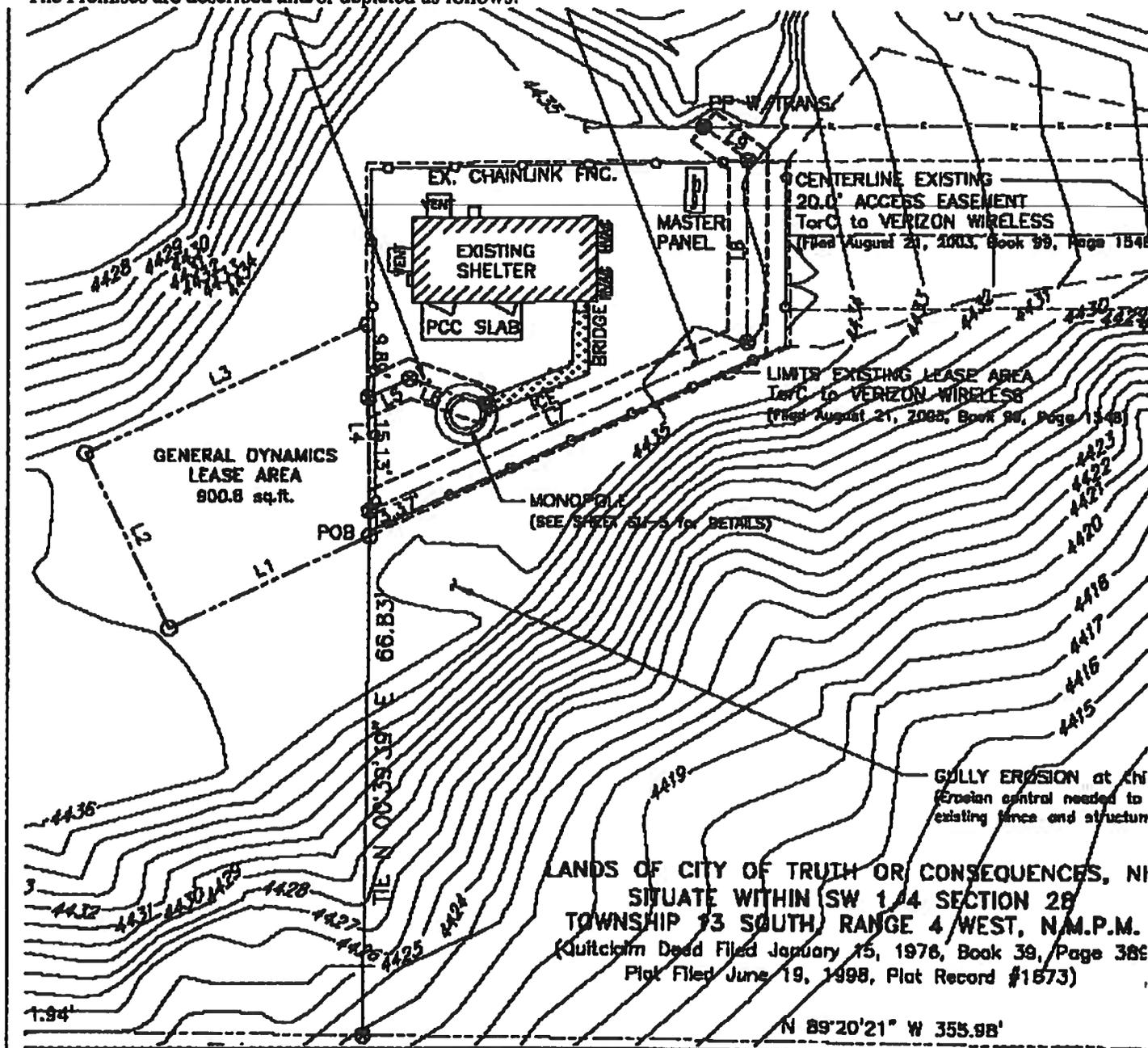
Notary Public: Mary B. Penner  
My Commission Expires: 2-16-08



2017-08-08  
NATIONAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535  
CONTROL D' BENDU



Tenant leases a portion of the Property identified as the "Premises."  
 The Premises are described and/or depicted as follows:



**Notes:**

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.