

*Amanda Forrister*  
*Mayor*

*Rolf Hechler*  
*Mayor Pro-Tem*

*Merry Jo Fahl*  
*Commissioner*



*Destiny Mitchell*  
*Commissioner*

*Shelly Harrelson*  
*Commissioner*

*Bruce Swingle*  
*City Manager*

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

## REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> ST., ON WEDNESDAY, APRIL 13, 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, March 23, 2022
2. Acknowledge Regular Airport Advisory Board Minutes, January 4, 2022
3. Acknowledge Regular Planning & Zoning Minutes, February 17, 2022

F. CONSENT CALENDAR Continued...

4. March 2022 Accounts Payable
5. Take-home vehicle form for Police Department

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 54 21/22 for the Sale of Surplus Property to be sold at the May 17, 2022 online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers. Angela A. Torres, City Clerk
2. Discussion/Action: Resolution No. 55 21/22 approval of Resolution 55 21/22 confirming the City of Truth or Consequences Park to participate in the New Mexico Department of Transportation Project Fund Call for Projects. Traci Alvarez, Assistant City Manager
3. Discussion/Action: Resolution No. 56 21/22 for Commission support of the Copper Flat Mine. City Manager Swingle
4. Discussion/Action: Publication of Ordinance No. 730 amending the City of Truth or Consequences Municipal Code of Ordinances, by amending Section 6-77 pertaining to Storage on private property. Traci Alvarez, Assistant City Manager
5. Discussion/Action: Publication of Ordinance No. 731 An Ordinance amending the City of Truth or Consequences Municipal Code of Ordinances, by amending Sections 11-10-4 and 11-10-5 and adding Section 11-10-6 to the Planning & Zoning Code Pertaining to Storage Units/Shipping Containers. Traci Alvarez, Assistant City Manager
6. Discussion/Action: Publication of Ordinance No. 732 An Ordinance amending the City of Truth or Consequences Municipal Code of Ordinances, by amending Article 5 Pertaining to Motor Vehicles. Victor Rodriguez, Chief of Police

H. NEW BUSINESS

1. Discussion/Action: Presentation, review, and approval of the Law Enforcement Aided Diversion Programs Memorandum of Understanding (MOU). Lisa Daniel, Olive Tree Executive Director and Victor Rodriguez, Chief of Police
2. Discussion/Action: Presentation, review, and approval of the Crisis Response Team Memorandum of Understanding (MOU). Victor Rodriguez, Chief of Police
3. Discussion/Action: Approval of Contract with Parkhill. Traci Alvarez, Assistant City Manager
4. Discussion/Action: Approval of NMED Engineering Agreement with Wilson & Co. for the Water Trust Board Project 5089, for the Booster Station Improvements (pending NMED approval). Traci Alvarez, Assistant City Manager
5. Discussion/Action: Approval of Summary Plat Amendment on Parcel 3022079415169, Palomas Hot Springs Townsite, Block 30, Lots 1 – 12. Traci Alvarez, Assistant City Manager
6. Discussion/Action: Approval of request to vacate on Hyde Street between South Broadway and Cook Street. Traci Alvarez, Assistant City Manager
7. Discussion/Action: Designate a City Commissioner or City Staff Member to represent the city on the Regional Transportation Planning Organization. Traci Alvarez, Assistant City Manager
8. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Carol Kirkpatrick, Finance Director
9. Discussion/Action: Approval of MOU between the City of Truth or Consequences and the Hot Springs Cemetery Association. OJ Hechler, Community Services Director
10. Discussion/Action: Approval of Memorandum of Understanding (MOU) with Sierra County for Pictometry Imagery Services. City Manager Swingle



H. NEW BUSINESS Continued...

11. Discussion/Action: Authorize City Manager Swingle to proceed with a Quitclaim Deed transfer with New Mexico State for property exchange pertaining to the New Mexico State Veterans Home. City Manager Swingle
12. Discussion/Action: Review and Approval of request from AT&T and MD7 to facilitate modifications to the current cell site tower lease on Kopra Street. City Manager Swingle
13. Discussion/Action: Approval of Cortez Gas Company Lease. City Manager Swingle
14. Discussion/Action: Approval of Geronimo Trail Scenic Byway Lease. City Manager Swingle
15. Discussion/Action: Approval of Senior Joint Office On Aging (SJOA) Contract Extension. City Manager Swingle
16. Discussion/Action: Approval of Lease Agreement between the Regents of New Mexico State University (NMSU) and the City of Truth or Consequences. City Manager Swingle
17. Discussion/Action: Approval of the Truth or Consequences Housing Authority Board's recommendation to re-appoint Lee Ann Tooley to serve another term on the board. Angela A. Torres, City Clerk

I. EXECUTIVE SESSION

1. Threatened & Pending Litigation (Discussion of ongoing zoning issues at 606 Camino Del Cielo. David R. Baake, Baake Law) pursuant to 10-15-1(H.7).

J. RETURN TO REGULAR SESSION; ACTION (if any)

1. Threatened & Pending Litigation (Discussion of ongoing zoning issues at 606 Camino Del Cielo. David R. Baake, Baake Law) 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, April 11, 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 APRIL 27, 2022**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

Agenda Item #: C.1

**SUBJECT:** Presentation of Service Anniversary Awards.

**DEPARTMENT:** Finance

**DATE SUBMITTED:** March 30, 2022

**SUBMITTED BY:** Alona Niebergall

**WHO WILL PRESENT THE ITEM:** City Manager Swingle and Department Supervisor

**Summary/Background:**

George Rea – 1 year

Jesus Navarro – 15 years

Frank Aguirre – 1 year

**Recommendation:**

None. Presentation Only.

**Attachments:**

- Printed certificates to be signed by City Manager and Mayor.

**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 4-13-2022



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

Agenda Item #: F.1

**SUBJECT:** City Commission Regular Minutes, March 23, 2022  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** April 7, 2022  
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer  
**WHO WILL PRESENT THE ITEM:** Consent Calendar

### Summary/Background:

Minutes approval.

### Recommendation:

Approve the minutes.

### Attachments:

- CC Minutes

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

\$0.00

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

None.

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

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

**Final Approval:** ☒ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022

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

Also Present: Bruce Swingle, City Manager  
Traci Alvarez, Assistant City Manager  
Jay Rubin, City Attorney  
Angela A. Torres, City Clerk-Treasurer

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

**2. SILENT MEDITATION:**

Mayor Pro-Tem Forrister called for fifteen seconds of silent meditation.

**3. PLEDGE OF ALLEGIANCE:**

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

**4. APPROVAL OF AGENDA:**

Mayor Pro-Tem Hechler asked that item I1 be moved after approval of the agenda.

**Mayor Pro-Tem Hechler made a motion to approve the agenda with the changes as noted. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously. Check to see who seconded the motion.**

**C. PRESENTATIONS:**

**1. Discussion/Update: Spaceport America Update (Noted as New Business 11 on the agenda:**

Scott McLaughlin & Chris Lopez gave an update on the New Mexico Authority Status. (Complete copy attached hereto and made a part hereof).

**2. Fiesta Weekend 2022 Update:**

Nick Williams, Fiesta Board Chairman reviewed the planned activities for the upcoming Fiesta event which included:

**Pre-Fiesta Events:**

**Sunday, March 20, 2022:**

- Taste of TorC Brunch, TorC Brewing Co.
- Silent Auction, Live "Truth or Consequences" performance, and a tour of local cuisines.

**Saturday, April 2, 2022:**

- Fiesta Cash Party, Civic Center, Featuring the Yarbrough Band, doors open at 6, cash bar, dinner, \$125.00 per ticket, reverse raffle to win \$10,000.

**Friday, April 8, 2022:**

- "Mr. Fiesta" at the TorC Brewing Company.

**Saturday, April 9, 2022:**

- 70th Annual Miss Fiesta Pageant, 6pm, Civic Center, \$5.00 entry, proceeds towards scholarships.

**Friday, April 29, 2022:**

- Fiesta NUF party at BOSW with food, games, and drinks.

**Saturday, April 30, 2022:**

- Annual Fiesta Golf Tournament 4 man scramble.

**Fiesta Weekend:**

**Friday, May 7, 2022:**

- 4-H sponsored "Ag Day" at the Fairground for the kids. Open to public from 12pm-5pm. Information booths, games, animals, agriculture, etc.
- Geronimo Springs Museum open to public, "Free Admission all day.
- Fiesta Alley Party! 422 Broadway - 414 Broadway Alleys, Bullocks Cash Bar, free food, dance music. Drum circle from 8pm-9pm.
- VIP Party Fiesta Kickoff Party at BSC 420 Broadway.
- Out-of-State DJ's, \$20.00 at the door.

**Saturday, May 8, 2022**

- 9am-5pm- Geronimo Springs Museum open to public, "Free Admission all day!
- 9:00am- Disk Golf Tourney at City of TorC Municipal Golf Course
- Fiesta Parade
- After parade join us at City Hall, HWP, and BOSW for Live Music, Vendors, Arts & Crafts, TorC Brewing Beer Garden, Corn Hole contest.



# NM Spaceport Authority Status

for

## Truth or Consequences - City Commission

Commission33 Chambers

March 23, 2022

Scott McLaughlin, Executive Director  
Chris Lopez, Director of Site Operations



**SPACEPORT**AMERICA

THE SPACE TO BE...

# OUTLINE



- Budget Review and Legislative Session
- Site and Customer Status
- Business Development Update
- Capital Projects Update

# NMSA BUDGET



# NMSA BUDGET

- After analysis, the NM Legislature concluded it was in the best interest of the state to replace the excess pledged revenue (EPR) previously used for operations.
- A \$1M supplemental was appropriated for shortfalls this year, with \$1.7M appropriated from the GF for FY23.
- Filling the budget allows the Spaceport to continue 24/7 site activities, hire to approved FTE levels, and continue work on non-revenue generating goals such as STEM, workforce development outreach, as well as supporting other aerospace economic growth initiatives in the state.
- A shortage of employees has been our main impediment to handling increased business development tasks and operations.

# NMSA BUDGET VS ACTUAL (THOUSANDS)

Item	FY21 Actual	FY22 Projected	FY23 Budgeted	Notes
Operating Revenue	5,603	6,743	6,859	From customers (fees, leases, utilities, fuel)
General Fund	1,917	2,091	3,791	FY23 includes increased appropriation
<b>Revenue Total</b>	<b>7,520</b>	<b>8,834</b>	<b>10,650</b>	
200 Personal Services	2,120	2,282	2,607	
300 Contract Services	4,550 (1,750)*	4,478	5,638	Expenses transferred to capital fund
400 Other Costs	1,968	2,591	2,405	
<b>Expense Total</b>	<b>6,888*</b>	<b>9,351</b>	<b>10,650</b>	
Supplemental		1,000		To replace GRT EPR
<b>Net Result</b>	<b>632</b>	<b>483</b>		

SPA is projecting to be 64% customer funded for FY23

\* Partial contractual expenses in the amount of \$1,750M were transferred to Capital Projects Fund, as directed by Legislature. Actual expenses for FY21 were \$8,638

# STAFFING

- Difficulty filling some positions... common in current hiring environment, but aerospace engineers are also a 'hot commodity'
- New Director of Business Development started Jan. 10
- New Aerospace Engineer starting in a few weeks (but one is retiring in a few weeks)
- Advertising for Aerospace Engineers (both BD & Ops)
- Advertising for Flight Control Specialist
- With filled budget, can hire to about 28 FTE's (we are at about 21 right now)
- Will staff up first to cover *critical* operations, meaning those positions that are critical for customer operations



# RECENT ACTIVITY

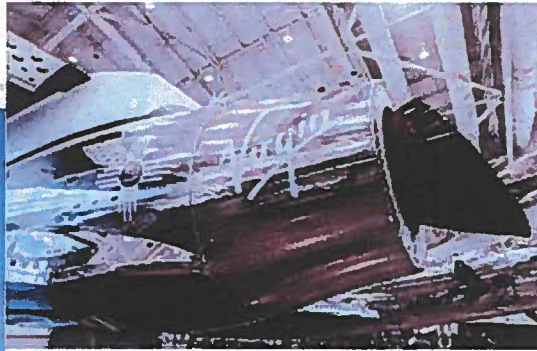
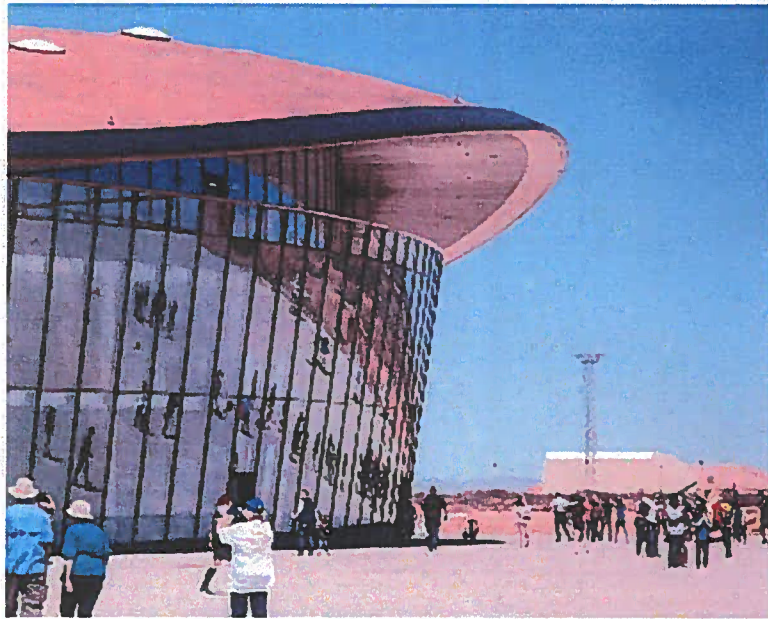


## RECENT AND PLANNED ACTIVITY

- **SpinLaunch** has continued high-energy kinetic test flights
- **USAF Thunderbirds** completed 2 ½ weeks of winter training, which included over 70 persons in hotels for over 2 weeks
- **New Ascent STEM** “chipsat” tests
- **AeroVironment** small UAV training and testing
- Rental of runway for **aerodynamics testing** of race car
- New HAPS (**High Altitude Platform System**) customer
- **STEM Outreach** including virtual, site tours/demos etc.
- Comprehensive **site security review** was conducted
- Two other **race car runway** tests planned
- Working toward 3+ **university rocket** tests
- **Virgin Galactic** flight activities later in the year
- Partnership with **NMSU regolith** material rocket engine tests
- **Open House** on April 10 in conjunction with **LC Space Festival**
- Preparations for **Spaceport America Cup** underway (June 21-25)
- **Spaceport activities** review: [www.youtube.com/c/SpaceportAmerica](http://www.youtube.com/c/SpaceportAmerica)



# SPA OPEN HOUSE



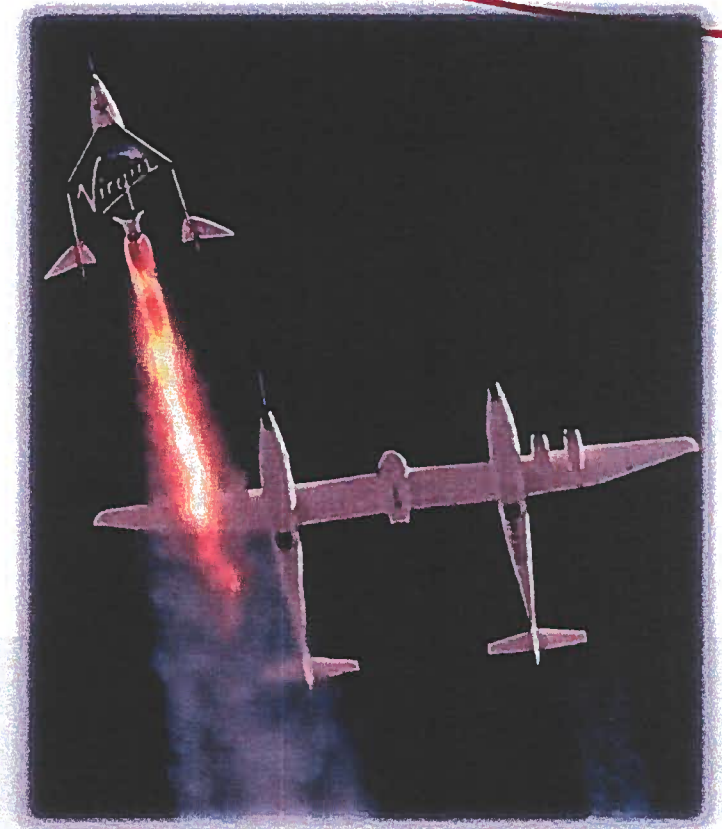
April 10, 2022; 10 AM – 2 PM. In cooperation with Virgin Galactic, about 1,500 visitors planned, fly-in event (30-40 planes), two F-16's on display, walk-thru of portion of GTS hangar and viewing of VSS Unity, food vendors and 27+ partner groups and vendors.



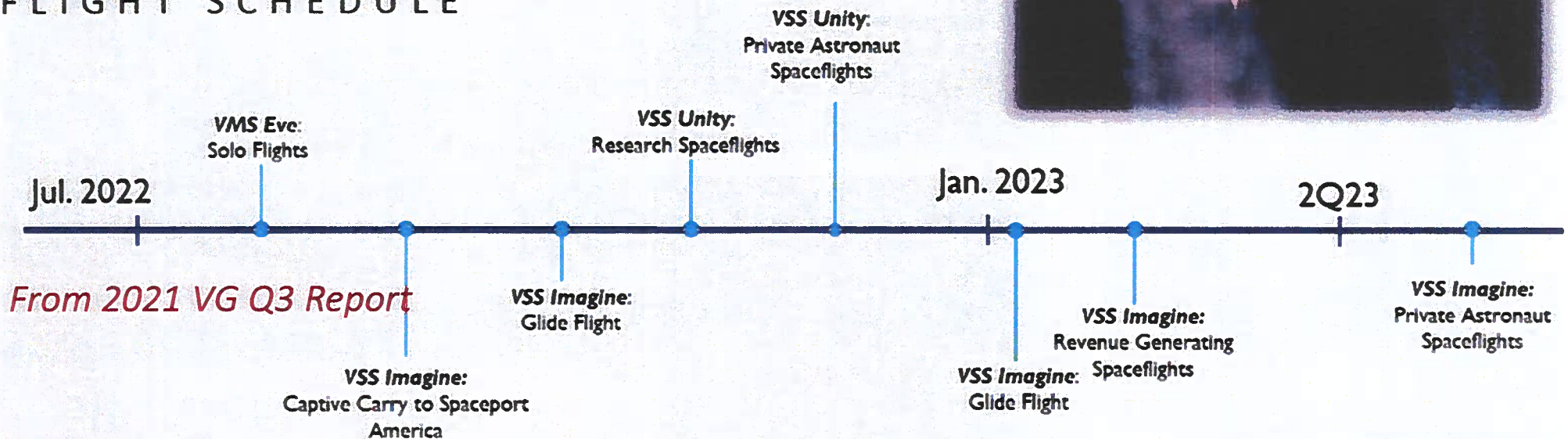
# VIRGIN GALACTIC STATUS

From 2021 Q4, released Feb. 22, 2022

- Began enhancements of current fleet
- Commercial service for VMS Eve and VSS Unity on track for Q4 2022
- Commercial service for VSS Imagine on track for 1H 2023
- Work toward manufacturing of new class of spaceships



## FLIGHT SCHEDULE





# VG FLEET EXPANSION TIMELINE

## FLEET EXPANSION & TIMELINE

### VSS UNITY



#### 1<sup>st</sup> Spaceship In Fleet

Enters Commercial Service  
- Q4 2022 est.

Estimated Turnaround Time:  
Monthly

### VSS IMAGINE



#### 2<sup>nd</sup> Spaceship In Fleet

Enters Commercial Service  
- 1H 2023 est.

Estimated Turnaround Time:  
2 Weeks

- Test flights begin Q3 2022 est.
- Higher flight cadence
- Lower cost per flight

### DELTA CLASS



#### Production Model

Enters Commercial Service  
2025 - 2026 est.

Estimated Turnaround Time:  
1 Week

- Revenue research flights 2025 est.
- Higher flight cadence
- Lowest cost per flight



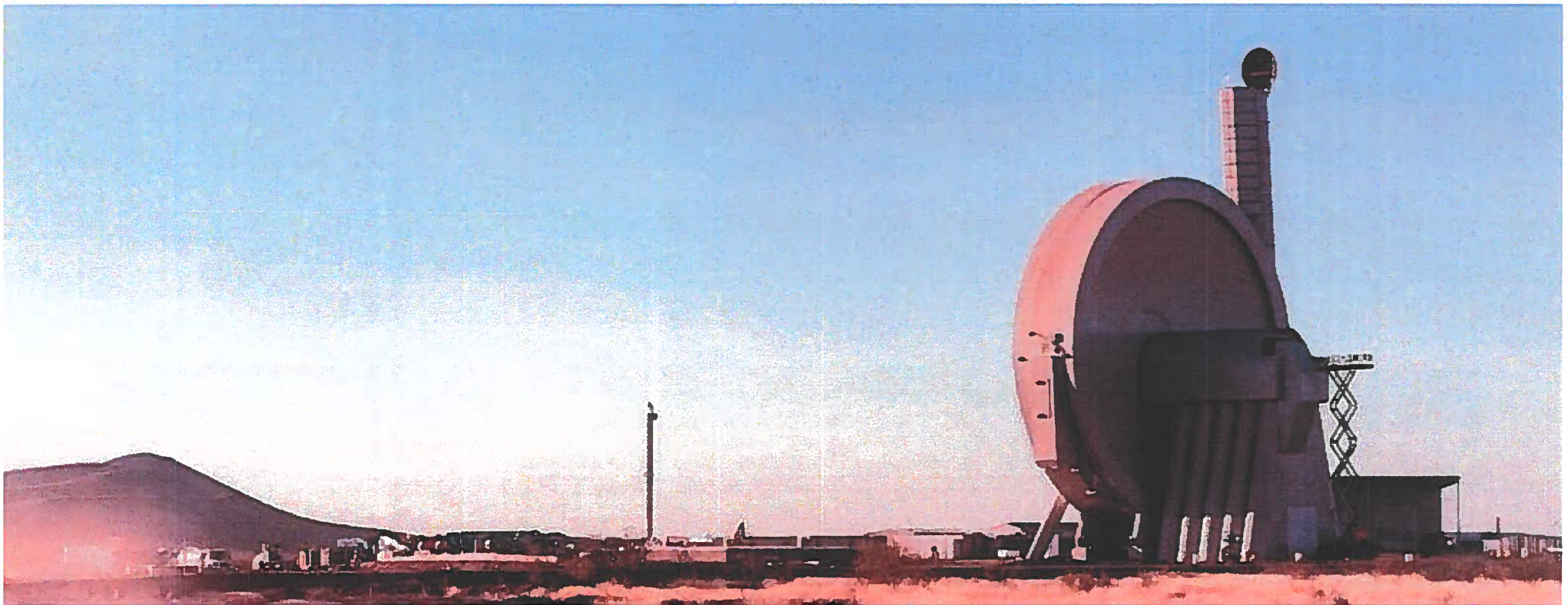
# SPINLAUNCH

- Completed 6 test flights so far
- Construction phase essentially done
- Moving toward continuous test operations cadence

## IEEE Spectrum FOR THE TECHNOLOGY INSIDER

**Spin Me Up, Scotty—Up Into Orbit** > SpinLaunch is building centrifuges to whip satellites from Earth into orbit—by 2025

BY PHILIP E. PETER | JULY 2022 | 9.91M ALPHAS





## SPACE NEWS

### State Fight: New Mexico's growing reputation as a space state

by Debra Werner — February 19, 2022

Federal space funding flows to New Mexico. The state is home to the U.S. Air Force Research Laboratory, the U.S. Space Systems Command Innovation and Prototyping Directorate, the U.S. Space Force Rapid Capabilities Office and the U.S. Army White Sands Missile Range. Additional space-related research is conducted at the Energy Department's Sandia and Los Alamos National Laboratories.



Still, New Mexico was not often in the conversation about key space states until Virgin Galactic named Spaceport America its flight operations center in 2009. The nonprofit NewSpace New Mexico was established in 2018 to encourage the growing commercial space ecosystem.

"New Mexico has a lot of research and development, but it needs to be put into play to help companies move from concept to products to sales to money," said Casey DeRaad, NewSpace New Mexico founder and CEO.

That's the idea behind Unite and Ignite Space, a small satellite innovation hub in Albuquerque

## HAPS Alliance

HIGH ALTITUDE PLATFORM STATION

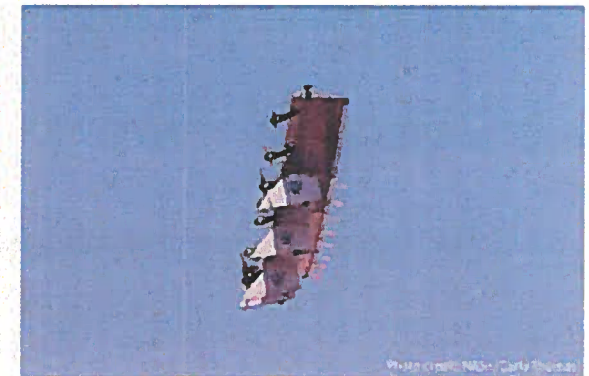
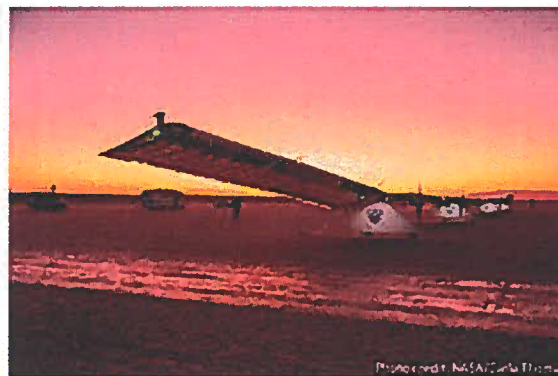
### Bridging the Digital Divide with Aviation in the Stratosphere

From white paper: *Bridging the  
Digital Divide with Aviation in  
the Stratosphere*, Dec. 23, 2021;

HAP Alliance

(<https://hapsealliance.org>)

Plans to be back in 2023



Provided by HAPSMobile Inc.

#### Section 2. Preparations for High-altitude Test Flight

Following the successful low-altitude test flights that verified basic safety, HAPSMobile took the next steps required to prepare for high-altitude test flights. Spaceport America (SpA), located in New Mexico, USA, was chosen as the venue. Ahead of transporting the aircraft, the airport's facilities were reserved and prepared for exclusive use. As a stratospheric flight tends to be a long-hours mission, various facilities were also prepared for the crew, making certain that appropriate measures had been taken and everything was in place.



# UP AEROSPACE & LOS ALAMOS NATIONAL LABORATORIES



*“Normally, these tests are made over the Pacific Ocean. And to test a new piece of technology on a rocket takes years of planning with the DOD and can cost more than \$100 million. But by partnering with private companies, the Lab can conduct these tests much more frequently and at a fraction of the cost within the State of New Mexico. The flight at New Mexico’s Spaceport America on August 11, cost only \$1 million and occurred only 15 months after the initial concept.”*

*Bob Webster  
Deputy Director, Weapons - LANL*

## DAILY POST

LOS ALAMOS

Official Newspaper of Record in Los Alamos County

Member  
National Newspaper  
Association

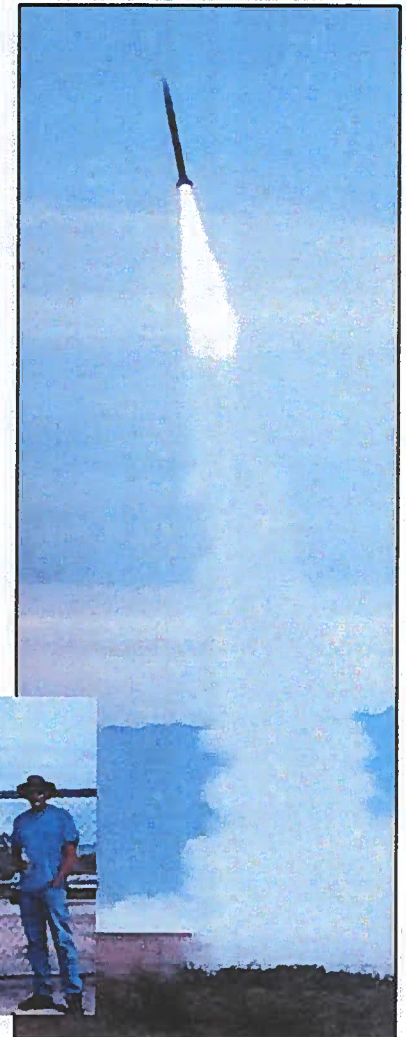
Member  
New Mexico Press  
Association

### Spaceport America: LANL And UP Aerospace Partner On Suborbital Flight Experiment

Submitted by Carol A. Clark on September 1, 2021 - 2:53 pm



UP Aerospace Spaceflight Rocket on its pad at Spaceport America. Courtesy: Spaceport America



T or C - City Commission - March 23, 2022





- Premier event hosted by Spaceport America since 2017
- 2019 Cup included 122 teams, about 1500 students in attendance (representing 14 different countries), 80 sponsors, 100 judges.
- 2020 cancelled, 2021 successfully held virtually; 2022 Scheduled for June 21-25
- *The in-person event delivers an estimated \$1.5 million in economic impact (hotels, restaurants, etc.) and realizes large earned media and marketing windfall for the Spaceport, Las Cruces, and New Mexico.*

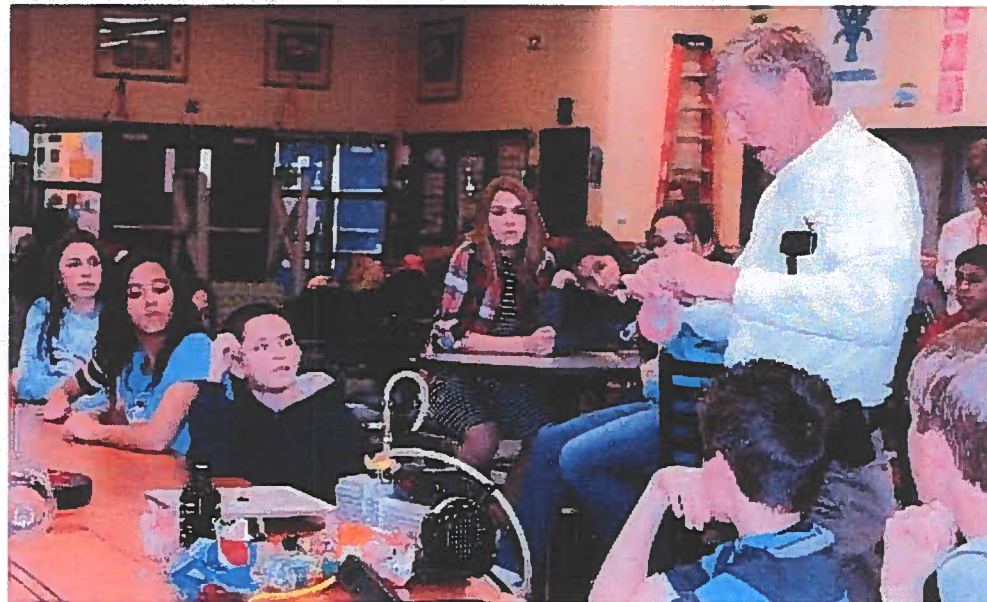
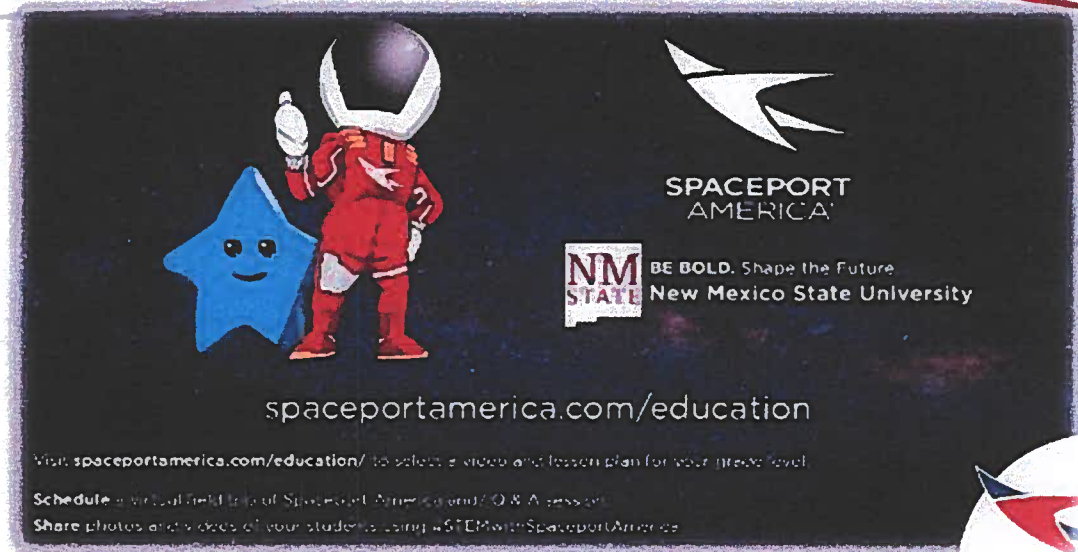


**2019 SA Cup Participants**



# STEM OUTREACH & WORKFORCE DEVELOPMENT

- Ongoing production of educational videos with aerospace related science
- Podcasts on social media
- Visits to local schools
- Student visits to SpA and partnership with tenants
- Work to create excitement about STEM and cultivate ongoing workforce pipeline for spaceport customers
- Foster entrepreneurship and keep young New Mexicans in New Mexico
- 8 elementary classroom visits
- 2 visits by LCPS Middle School to site



# BUSINESS DEVELOPMENT



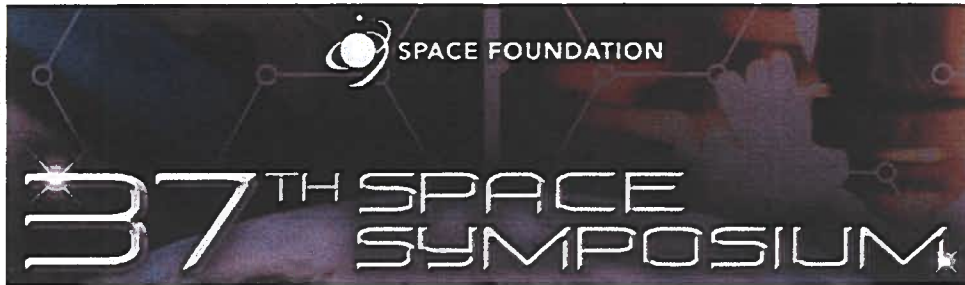
# BUSINESS DEVELOPMENT



- Attended **Global Spaceport Alliance** meeting
- Exhibited at 2-day **SpaceCom** exhibition
- Attended **FAA Commercial Space Transportation (CST) Conf.**
- Will attend **Space Symposium** in April
- Considering attending: [www.spacetourismconf.com](http://www.spacetourismconf.com)
- Working several new leads for **small rocket launch** tests (note list of developers here: <https://spacefund.com/launch-database>)
- New **liquid rocket engine** test customer in final negotiations
- **Return customers** back for small **rocket** suborbital flights and other small **UAV, balloon-borne, aviation, rocket engine** tests
- Working on **long-term lease** for new tenants on site
- With full staff and budget, will be able to execute on marketing plan and other delayed BD efforts
- Intent is to promote SpA as well as New Mexico's **Space Valley**



# 37<sup>TH</sup> SPACE SYMPOSIUM, COLORADO SPRINGS



- April 4-7; “...premier U.S. space policy and program forum...”
- <https://www.spacesymposium.org>
- Around 14,000 attendees and over 200 exhibitors
- SpA is sharing booth space with the New Mexico Partnership
- We are setting up meetings with key aerospace developers
- Hosting a “New Mexico Luncheon” to bring together proponents of NM’s Space Valley

# CAPITAL IMPROVEMENTS



# CAPITAL IMPROVEMENTS; P. 1/2



- **Two new project managers** focused solely on capital projects
- **SOC Repair** procurement currently underway
- **Launch Rail** procurement completed, contract start date soon
- **Improving roads** in Vertical Launch Area (VLA)
- **Extending electricity** to several locations in VLA
- Working toward design-build on **STARC building**
- **Master Plan RFP** will be released soon
- Gearing up for **Supplemental EIS** which will cover **reentry license**
- Legislature approved FY23 ICIP\* included \$2M to start work on **taxiway** and \$1.5M for **general infrastructure upgrades**
- Finalized **EDA BBB Space Valley Coalition** grant for the VPROF

\*Infrastructure Capital Improvement Plan

# CAPITAL IMPROVEMENTS; P. 2/2



- **Public Viewing Lot**
- **Fiber optic** to VLA
- **Water well** at VLA
- Improved cellular service (benefit for customers and safety)
- Improved visitor experience at T or C and (new) LC at **Tour Depots**
- Rail car siding to handle commodities (fuel and oxygen) and larger rocket stages
- If Space Valley does on win on EDA BBB grant, rocket and payload processing facilities at VLA
- AC power for Advanced Technology Area (ATA)



# VERTICAL PAYLOAD & ROCKET PROCESSING FACILITY



EDA BBB Space Valley Coalition

ALBUQUERQUE  
JOURNAL

## NM vying for \$200M for space, tech industries

BY KEVIN ROBINSON-AVILA AND STEPHEN HAMWAY / JOURNAL STAFF WRITERS

PUBLISHED: FRIDAY, DECEMBER 17TH, 2021 AT 10:05PM

UPDATED: SATURDAY, DECEMBER 18TH, 2021 AT 12:05AM

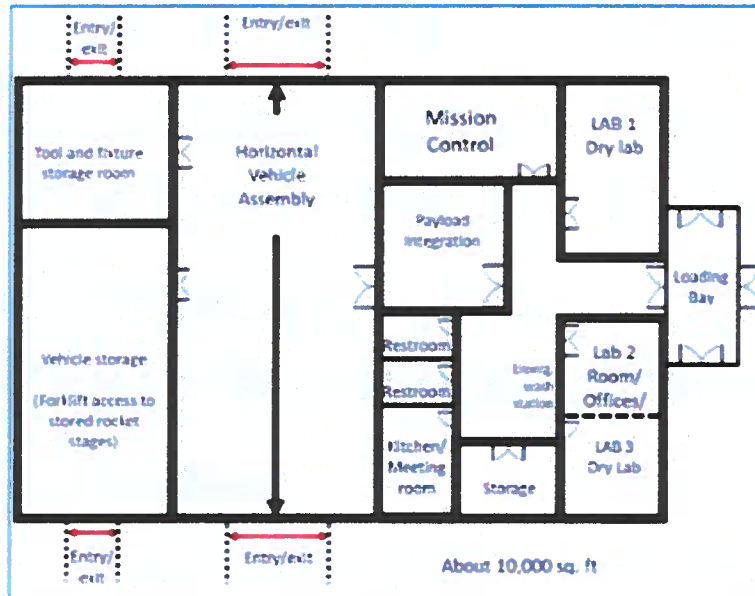


Figure 2. Notional/functional layout of the VPROF.

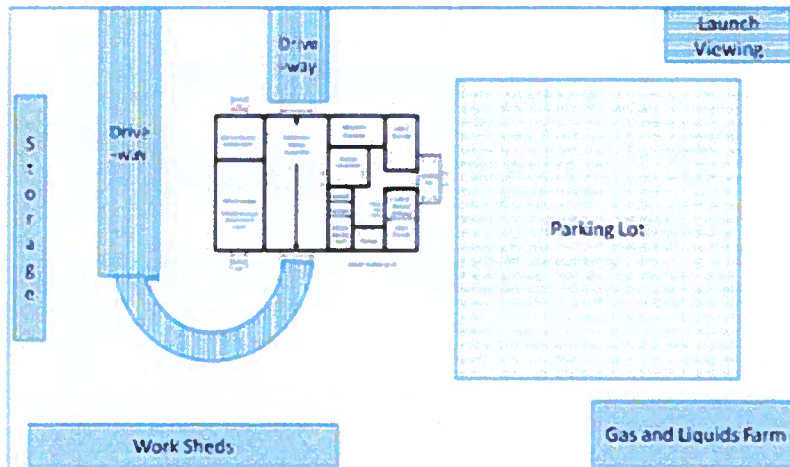


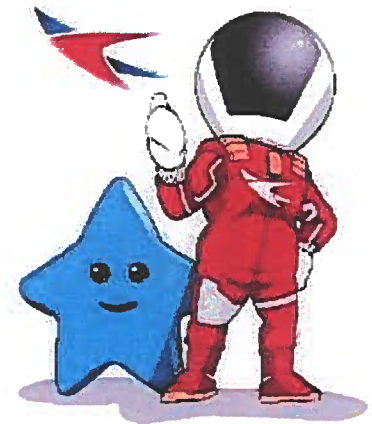
Figure 3. Overall site plan for VPROF.

<https://www.abqjournal.com/2455159/nm-vying-for-200m-for-space-tech-industries.html>

# THANK YOU.



- URL: [www.spaceportamerica.com](http://www.spaceportamerica.com)
- Email: [scott.mclaughlin@spaceportamerica.com](mailto:scott.mclaughlin@spaceportamerica.com)
- Main Phone: (575) 267-8500
- Google Earth Link to Site: <https://tinyurl.com/y4grkvca>



THE SPACE TO BE...

## CITY COMMISSION MARCH 23, 2021 REGULAR MEETING MINUTES

### **Saturday, May 8, 2022 Continued...**

- 3X3 Basketball Tournament.
- They are working on a car show.
- Free Live Music.

### **Sunday, May 9, 2022:**

- Events at Ralph Edwards Park
  - Kids Fishing Derby
  - Volleyball Tournament
  - Skateboard Competition
  - Junk Boat Races
  - The Club Duck Races
- FFA Rodeo at Punk Greer Arena.
- LIVE MUSIC Downtown.
  - Prickly Pear
  - Coyote Lunch
  - Boggs
  - Chocolate George

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

Ron Fenn addressed the Commission with comments related to:

- (1) His comments pertained to the \$50 trip fee and the costs to the city associated with the lawsuit. He would like the Commission to include the public when decisions are being made.

Rick Dumiak addressed the Commission with comments related to:

- (1) He also commented on the \$50 trip fee, and he hopes that the Commission can remove the fee, and then the lawsuit will probably go away.

Commissioner Mitchell read a comment submitted by William Troup. (Complete copy attached hereto and made a part hereof).

### **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.
- The MSD Water Project RFP has been out, and the proposals are due March 31<sup>st</sup>. We are hoping to bring the item of the successful candidate to the first Commission meeting in April for a decision. If things go well construction can start the end of May or the 1<sup>st</sup> of June.

To CITY COMMISSION  
3-28-22

Ron Fenn's Public Comment

**MILLER STRATVERT P.A.  
LAW OFFICES**

500 Marquette NW Suite 1100  
P.O. Box 25687  
Albuquerque, NM 87102

Telephone: (505) 842-1950  
(800) 424-7585

Facsimile: (505) 243-4408  
Federal I.D.: 1527

Please Remit All Payments & Inquiries to the Albuquerque Office  
Make Checks Payable to MILLER STRATVERT P.A.

New Mexico Self-Insurer's Fund  
Rosa Quintana  
New Mexico Municipal League  
PO Box 846  
Santa Fe, NM 87504-0846

February 07, 2022

Client: 002195  
Matter: 052285  
Invoice #: 20080092

RE: Ronald Fenn, pro se v. City Commission of Truth or Consequences  
Claim Number: 2021028070

For Professional Services Rendered Through January 31, 2022

**Account Summary**

Invoice #	Matter Name	Previous Balance	Current Invoice	Payments	Balance Due
20080092	Ronald Fenn, pro se v. City Commission of Truth or Consequences	8,081.53	9,369.95	0.00	17,451.48

Please return with all remittance for proper credit. Thank You.

Amount of Payment

**TO PAY BY CREDIT CARD**

VISA / Mastercard / American Express / Discover (circle one)

Card Holder's Name (as it appears on card):

Account No:

Expiration Date:

Security Card Code:

Amount:

Signature of Authorization:





TRUTH OR CONSEQUENCES  
505 Sims St  
Truth or Consequence, NM 87901



# Ron Fenn's Public Comment

RON W FENN  
316 N FOCH ST  
TRUTH OR CONSEQ, NM 87901

	PREVIOUS READING	CURRENT READING	USAGE
Elec	14,096	14,537	441
Elec			
Elec	20,279	21,022	743

Origination Date: 03/08/2022 TRIP FEE

CONTINUED LACK OF  
PROPER DATA "TROUBLING"

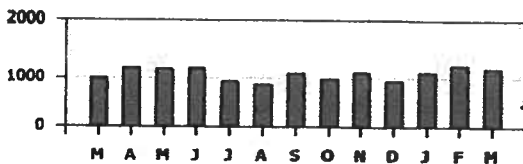
Account Number	CREDIT BALANCE
2006-03625-00	\$289.94-
Due Date	After Due Date Pay
4/1/2022	\$289.94-
Billing Date	Penalty Date
3/17/2022	4/2/2022
Service From	Service To
2/10/2022	3/8/2022
Service Address	
316 N FOCH St # SOLAR	

PREVIOUS BALANCE	(\$313.87)
PAYMENTS	\$0.00
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
CREDIT BALANCE	(\$313.87)

ENERGY COST ADJ	18.26
EL TOTAL CHARGE	47.69
SOLAR CREDITS	-97.63
TRIP FEE IS THEFT!	\$0.00
Tax	\$5.61
CURRENT BILL	\$23.93
CREDIT BALANCE	(\$289.94)
AMOUNT DUE IMMEDIATELY	(\$313.87)

SHOULD BE  
\$0.68

City of Truth or Consequences Wastewater Department is giving away free compost during the hours of 10 am to 3 pm Monday through Friday



ELECTRIC

SHOULD BE  
-302 THIS MONTH

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES  
505 Sims St  
Truth or Consequence, NM 87901



TRUTH OR CONSEQUENCES  
505 Sims St  
Truth or Consequence, NM 87901

There will be a charge on all returned checks.  
Please return this portion with your payment.  
When paying in person, please bring both portions of this bill.

Account Number	CREDIT BALANCE
2006-03625-00	\$289.94-
Due Date	After Due Date Pay
4/1/2022	\$289.94-
Account Name	
RON W FENN	
Service Address	
316 N FOCH St # SOLAR	
Amount Enclosed	



**Public Comment 3/23/2022**

Good morning,

My name is William Troup, and I am from Truth or Consequences, NM. I have spent most of my life here, and consider this place home. This region is known for its resources, including many recreational activities, and today I would like to discuss one of these resources.

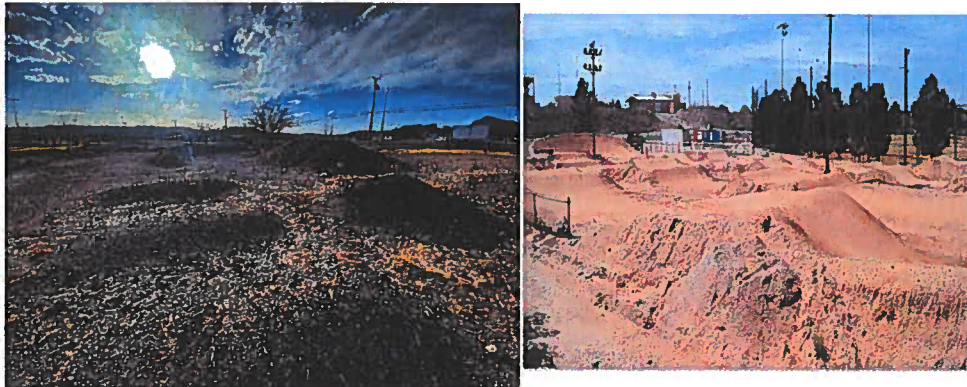
[Click here for park photos](#)

Louis Armijo Park is host to a BMX track, that according to my research was put into place late 2014-early 2015. (Google Earth historic images show that this track was not in place in 2014 and was in 4/15). The track consists of several piles of dirt, arranged in a track.

These piles of dirt are not composed or configured appropriately, with the dirt apparently being un-graded fill dirt from the nearby solar project (also completed in this same time frame, per the same evidence above.)

In reaching out to the local community to discuss this park, several community members relayed their experiences in trying to go use this facility and having their children's' bicycles damaged, with one person reporting that they had even taken a video of their child getting hurt due to the lack of initial build-effort and following maintenance.

Below is a picture of the T or C BMX track, followed by another regional BMX track in Las Cruces, NM.



I reached out to several regional BMX tracks to provide some images of our track and get possible feedback.

Jordan Rupe, Recreation supervisor for Durango, Co, had this to say about the track

*"-that is some rocky dirt! And if its sand in between that is the worst for BMX and/or bike parks. The rocks make for a bump and potentially hazardous Experience while the sand doesn't compact and nothing holds shape and offers poor traction."*

He goes on to say

*"It's clearly not a track designed for BMX racing with Start hill and Finish line."*

## Truth or Consequences, NM BMX Track

It is apparent that the best interest of our community is not being served with this resource. While the path from what sits in piles at Armijo Park and an ABA BMX track is long and unlikely, I am here to suggest an alternative solution.

A community built and maintained (with the correct supplies, and dirt, as well as input from individuals familiar with this sort of facility) pump track, consisting of one or two larger, smooth hills at each end of the park, and several smaller features in the center region, creating a 'bike park' similar to those that exist in Bernalillo and the like.

Below you will find an image of the public-maintained Bernalillo bike park.



[Here](#) you will find a link to a public website used to show the effort and progress at the Bernalillo Bike Park.

In this setting, the city provides the correct dirt (graded, free from rocks and cinderblocks, and of the right composure to build with), piles it, and it is shaped by local volunteers, an effort I believe could be emulated with great success in Truth or Consequences.

We as a community have a tremendous breadth and depth of knowledge and abilities. We absolutely have the resources, ideas, and technology to make our community better, one resource at a time, and I hope to encourage these efforts.

Thank you for your time,  
William Troup  
[me@williamtroup.com](mailto:me@williamtroup.com)

## Truth or Consequences, NM BMX Track

Attached you will find a link to more pictures of the track in question.

[Click here for more park photos](#)



## CITY COMMISSION MARCH 23, 2021 REGULAR MEETING MINUTES

- We are waiting on quotes for the Mainstreet Foch Street Project. We had an architect provide a design, and the cost of design and project was a little more than what Mainstreet was able to solicit so they went out and got additional funding for that project. We actually reduced the scope of the project, as well as increased the funding to make sure that we have sufficient funding for the project.
- Utility billing is continuing to be problematic. We have a consultant auditing firm coming in to assist us with that. They are experts in utility audits, as well as the Tyler program. We tried a pilot with an individual with solar, and it was a disaster in billing. Not only did it not work out with the solar account, but it also impacted water accounts, and other things that weren't even involved in the scope of the work. There are some issues that we need to get through, and the auditors will help us a lot in identifying what those challenges are.
- We have been involved in the budget process for a couple of months now. Staff is working with departments, and will be refining budgets, and getting prepared for the budget workshop with the Commission in the very near future. The budget is the most important policy decision that the Commission will engage in on an annual basis.
- At the last meeting we talked about installing a porta potty at the dog park. We are looking at about \$300 a month for a handicap accessible porta potty at the dog park. Our cost will go up to \$15,600 annually for porta potties within the city.
- The softball league wants to start their season, and we have had some issues out there. He would like to get the Commissioners thoughts on how they would like to proceed.

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

- He reported on the money that was found by the Police Department. They received a call from a concerned citizen alerting us to the fact that there was a suspicious package at the Rotary Park. It was found that there was \$47,000 in the package. The money stayed in the Police Department evidence for the last few years, and when City Manager Swingle and Chief Rodriguez came on board, they took a proactive stance to do something with the money. We found that there is a state statute under 29-1-14 that addresses this type of issue. We published a notice in the local newspaper for two consecutive weeks that said that anyone who had a claim to this money had to show up at the Police Department on such and such date, and show proof of identity and ownership. Nobody showed up, so the next step was for him to file a petition with the Sierra County District Court asking for a disposition of the found money stating that once we completed the process, the funds would revert to the city to be used for general purposes. He gave his presentation to the District Court, and an Order of Disposition was entered that same day for the found money to be paid to the City Clerk-Treasurer of the City of Truth or Consequences to be credited into the General Fund.
- He reported on the process of condemned properties, and liens we put on the property for costs associated with removing the debris from the premises. He

## CITY COMMISSION MARCH 23, 2021 REGULAR MEETING MINUTES

explained that there are several instances where he will file a lawsuit to ask to foreclose on the liens after liens are filed.

- He commented on Ron Fenn's comment regarding the lawsuit, and explained when we get a lawsuit it is automatically referred to the New Mexico Self Insurers Fund, and once that happens it is really up to the New Mexico Self Insurers Fund to determine how the defense is going to be handled. Most of the time their attorneys handle the cases, but he is kept current with the case.

City Manager Swingle stated that City Attorney Rubin did a great job of presenting his argument regarding the \$47,000 that was found at Rotary Park.

### **City Commission Reports:**

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

- The Fiesta brunch was very successful. They almost sold out, and they are working on setting up the cash party.
- William Troup contacted her regarding the BMX track, and she saw many suggestions on Facebook about the BMX track.

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

- She asked if they could carpool to the Newly Elected Officials Training.
- Jornada has been leading the Turtleback Trails Network Project. They have been meeting for 3 years now, and most of that time has been with public outreach. They are getting down to writing the various components of the plan. There is a section on the actual trails portion on the other side of the river, and John Masterson is completing that. There is a group called The River Trail, and they are almost done with their plan which covers places to get in and get out of the river, and what some of the obstacles are. Her section has to do with natural resources, and education section which is almost completed. Emergency response has also been discussed with Police Chief Rodriguez and Fire Chief Tooley. John Masterson found somebody local to write the plan, and he said he would fork out half of the money to pay for it. However, someone from the National Parks Service offered to pay for writing the whole thing.

#### **Commissioner Harrelson had no reports.**

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

- We may have a rodeo during Fiesta weekend on Friday and Saturday night from 7pm – 9pm. It will complement our Fiesta Events because it will be over by 9pm, and then folks can join us for the Fiesta activities.

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

- She thanked everyone who is involved in Fiesta. A lot of people are talking about it, and they are excited about it.
- She went on the department tour, and she thanked the departments and the department heads. They are really doing the best they can with what they have.

## CITY COMMISSION MARCH 23, 2021 REGULAR MEETING MINUTES

She asked that the community be patient while we try to address issues that didn't happen overnight.

- She spoke with our local Children Youth & Families (CYFD) Supervisor, and she indicated that we do not have any licensed Foster Homes here in Sierra County, so if anyone is interested in becoming a licensed foster parent, please contact them and make a difference for our local children.

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

- 1. City Commission Regular Minutes, March 9, 2022**
- 2. Acknowledge Regular Lodgers Tax Advisory Board Minutes, January 24, 2022**
- 3. Take-home vehicle form for Animal Control**
- 4. Volunteer Firefighters Annual PERA Reporting Form**

**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. PUBLIC HEARINGS:**

- 1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 728 authorizing the sale of Real Property on 2<sup>nd</sup> and Locust (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 ordinance was approved for publication on February 23, 2022, and now it is being presented for a public hearing and final adoption.

Mayor Forrister opened the public hearing.

City Attorney Rubin explained that the statutory provisions that guides this type of transaction under 3-54-1 requires that you go through the ordinance procedure when you have a public sale of property at an appraised value in excess of \$25,000. We published this ordinance a month ago, and now we are coming back for a public hearing and final approval. The rule once the Commission approves the ordinance is that there is a 45 day waiting period before it becomes effective. He reviewed a problem he noticed when he was getting ready for this. There is a street on the north east corner which comes in off of Second Avenue, and it comes into the property about 1/3 of the way down, and then it curves and exits out where Lincoln Street is. Lincoln Street leads you into Matson Street, and eventually into Broadway. He thinks that portion is a dedicated street, and it is a street that is frequently used for vehicular traffic and foot traffic. He explained that there should have been a sentence added to the legal description that says that it saves and accepts that particular street. The buyer is aware of the situation, and we will be able to come back with a legal description that addresses



the issue. However, we can still go through with the public hearing today, and during the 45 day period we will work with the Surveyor to incorporate the correct language into the legal description.

**Proponents:**

There were no proponents.

**Opponents:**

There were no proponents.

Mayor Forrister closed the public hearing.

**Mayor Pro-Tem Hechler moved to approve Ordinance No. 728 authorizing the sale of Real Property on 2nd and Locust (Section 33, Township 13 South, Range 4 West) Pursuant to Section 3-54-1 NMSA 1978; Sale of Real Property contingent on the proposal that was mentioned by City Attorney Rubin. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 729 authorizing the sale of Real Property on 3rd Street (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 city received an offer to purchase real property owned by the city. 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).* The ordinance was approved for publication on February 23, 2022, and it is now being presented for a public hearing and final adoption.

Mayor Forrister opened the public hearing.

**Opponents:**

There were no opponents.

**Proponents:**

There were no proponents.

Mayor Forrister closed the public hearing.

**Commissioner Mitchell moved to approve adoption of Ordinance No. 729 authorizing the sale of Real Property on 3rd Street (Section 35, 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.**

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

##### **1. Resolution No. 50 21/22 Budget Adjustment Resolution:**

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

**Commissioner Fahl moved to approve Resolution No. 50 21/22 Budget Adjustment Resolution. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

##### **2. Resolution No. 51 21/22 Approval for the City of Truth or Consequences to participate in the New Mexico Department of Transportation Municipal Arterial Program:**

Assistant City Manager Alvarez explained that this is a 2022 NMDOT MAP application confirming that the City of Truth or Consequences participate in the New Mexico Department of Transportation Municipal Arterial Program Local Government Road Fund Program as defined in Attachment A which is the Scope of Work Project for the area of Riverside Drive from South Date Street to South Pine Street.

**Commissioner Mitchell moved to approve the City of Truth or Consequences to participate in the New Mexico Department of Transportation Municipal Arterial Program. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

#### **I. NEW BUSINESS:**

##### **1. Discussion/Action: Approval of the Law Enforcement Protection Funds Application:**

City Manager Swingle explained that this is the statutory compliance certification the city has to complete. All the entities in New Mexico have to complete this certification to be eligible for Law Enforcement Protection Funds. The state upped the amount of funds we will be eligible for. It used to be \$20,000 and now it is \$45,000 plus \$1,000 per Officer.

We are looking at a total of \$58,000 that we will get from the State of New Mexico for Law Enforcement. It can be used for equipment and training of our Law Enforcement Personnel.

**Commissioner Mitchell moved to approve the Law Enforcement Protection Funds Application. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**2. Discussion/Action: Approve and Execute Utility Cooperative Agreement with NMDOT for the relocation of Water Line and Sanitary Sewer as part of the I-25 Business Loop Project:**

Assistant City Manager Alvarez explained that the city has agreed to partner with the State for the relocation of Water Lines and Sanitary Sewer Lines as part of the State's I-25 Business Loop Roundabout Project, and it will reimburse the state by providing a one lump sum payment for the entire amount.

**Mayor Pro-Tem Hechler made a motion to approve and execute the Utility Cooperative Agreement with NMDOT for the relocation of Water Line and Sanitary Sewer as part of the I-25 Business Loop Project. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**3. Discussion/Action: Approval of Contract with Bohannon Huston:**

Assistant City Manager Alvarez explained that an award recommendation was presented to the Commission on April 20, 2021 for RFP #20-21-011 for Multiple Engineering and Architecture Projects under a single contract. The original contract was submitted to the Commission for approval on November 17, 2021. The contractor requested language changes in the contract. Therefore, it is before you for approval of the change to the language by the contractor.

**Commissioner Mitchell made a motion to approve the contract with Bohannon Huston. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**4. Discussion/Action: Review, Approve, and Allocate Fiscal Year 2021/2022 Lodgers Tax Funding for A.C.T.:**

Before the presentation began, Mayor Pro-Tem Hechler and Commissioner Mitchell stated that they will recuse themselves from voting on this item due to their involvement in Fiesta.



## CITY COMMISSION MARCH 23, 2021 REGULAR MEETING MINUTES

City Manager Swingle explained that this a request from Acknowledge Create Teach Corp. (A.C.T.). They requested \$16,995 for funding for Fiesta Weekend 2022, and the Lodgers Tax Advisory Board approved \$11,600.

**Commissioner Fahl made a motion to approve and allocate Fiscal Year 2021/2022 Lodgers Tax Funding for A.C.T. in the amount of \$11,600. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried with a 3-0 vote with 2 recusals.**

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

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

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

**Hon. Rolf Hechler, Mayor Pro-Tem recused himself from the vote.**

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

### **5. Discussion/Action: Review, Approve, and Allocate Fiscal Year 2021/2022 Lodgers Tax Funding for Geronimo Trail Scenic Byway (GTSB):**

City Manager Swingle explained that this is a request from Geronimo Trail Scenic Byway (GTSB). They requested \$700 for funding to fabricate the "Entering Hot Springs Historic District" sign located at Triangle Park. The Lodgers Tax Advisory Board approved \$700 for the project.

**Commissioner Mitchell made a motion to approve and allocate Fiscal Year 2021/2022 Lodgers Tax Funding for Geronimo Trail Scenic Byway (GTSB). Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

### **6. Discussion/Action: Review, Approve, and Allocate Fiscal Year 2021/2022 Lodgers Tax Funding for MainStreet T or C:**

City Manager Swingle explained that this is a request from MainStreet for funding of \$4,000 for a Hot Springs District Mural to be designed and painted on the side of Bullock's Grocery Store. The request was reviewed, and the entire amount was approved by the Lodgers Tax Advisory Board.

Mayor Forrister asked City Manager Swingle to explain where we get the Lodgers Tax funds from, and who would be eligible for funding.

City Manager Swingle explained that the fund is generated through Airbnb's and people staying in our hotels. There is a percentage that the city charges and collects on a monthly basis. The city divides that funding into two shares. 60% of the funding goes to the Lodgers Tax Board to be allocated, the city keeps 40% for city lodgers tax uses, and 1% of the city's portion goes to the Arts Board so they can do public arts. The lodger's

## CITY COMMISSION MARCH 23, 2021 REGULAR MEETING MINUTES

tax funds have to be used within 3 years of the time that they are collected. You have a lot of marketing that is paid for out of our percentage. Sierra County, Elephant Butte, and the City of Truth or Consequences use the same marketing company that does the promotions on a state wide, and national level. The Lodgers Tax Board uses their portion on projects from local groups who are interested in using lodgers tax funding. Their applications are submitted to the city, and reviewed by the Lodgers Tax Board, and they make a decision on whether or not they will fund the project. They may also reduce the funding based on their understanding of the project, and then the board's recommendation comes to the Commission for final approval. The city's lodgers tax fund requests come directly to the Commission for approval.

**Commissioner Mitchell made a motion to approve and allocate Fiscal Year 2021/2022 Lodgers Tax Funding for MainStreet T or C. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

### **J. EXECUTIVE SESSION:**

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

**Mayor Pro-Tem Hechler made a motion to go into executive session at 11:51 a.m. to discuss Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2). Commissioner Fahl seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.**

Mayor Forrister reconvened the meeting in open session at 12:21 p.m.

**Mayor Pro-Tem Hechler certified that only matters pertaining Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2) was discussed in Executive Session.**

**No action was taken.**

### **K. ADJOURNMENT:**

**Commissioner Mitchell moved to adjourn at 12:22 p.m. Commissioner Harrelson seconded the motion. Motion carried unanimously.**

**Passed and Approved this 13th day of April, 2022.**

CITY COMMISSION MARCH 23, 2021 REGULAR MEETING MINUTES

---

Amanda Forrister, Mayor

ATTEST:

---

Angela A. Torres, CMC, City Clerk





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

Agenda Item #: F.2

**SUBJECT:** Acknowledge Regular Airport Advisory Board Minutes, January 4, 2022.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** March 17, 2022

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

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

**Summary/Background:**

Acknowledge Minutes.

**Recommendation:**

Acknowledge minutes.

**Attachments:**

Minutes

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

\$0.00

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

None.

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

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

**Final Approval:** ☒ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022

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

**REGULAR MEETING MINUTES**

**TUESDAY, JANUARY 4, 2022**

**TIME & PLACE:**

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

**PRESIDING OFFICER:**

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

**ATTENDANCE:**

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

**Present:**

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

**Also Present:**

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

**QUOROM:**

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

**PLEDGE OF ALLEGIANCE:**

Vice-Chairman Senn led the Pledge of Allegiance.

**APPROVAL OF AGENDA:**

Chairman Shipley called for approval of the agenda.  
Member Lafont moved to approve the agenda.

Member Mullenax seconded the motion.  
Motion Carried unanimously.

#### **APPROVAL OF MINUTES:**

- a. Regular Meeting of Tuesday, October 5, 2021

Chairman Shipley called for approval of the minutes for Tuesday, October 5, 2021.  
Member Mullenax moved to approve the minutes from October 5, 2021.  
Member Lafont seconded the motion.  
Motion carried unanimously.

#### **COMMENTS FROM THE PUBLIC (3 minute rule applies):**

No public comments.

#### **NEW BUSINESS:**

- a) Discussion/Update – Airport Advisory Board rules of procedure

City Manager Swingle addressed the board by saying that there are a lot of things going on at the airport from the City's perspective, they need to be routed to the advisory board. The advisory board then makes recommendations to the Commission. With everything that's going on at the airport, they want to make sure that the people that are out there and are engaged in any activities, run this by the advisory board and not try to accomplish these things on their own. They've been recently contacted where members of the airport, likely pilots at the airport, are wanting to install campgrounds and picnic tables and such to put out there. City Manager Swingle does not have an aversion to doing that, but this is something that absolutely needs to be routed to the board and it needs to be a recommendation from you all, you make the decision on whether you think that it needs to go there and then from there it goes to the Commission. We are getting more and more of these types of inquiries from hangars out at the facility, that needs to be taken up with the board, and then you give the Commission the recommendation. We cannot have several people out there working against one another, particularly working against this board. He just wants to make it clear that we need to get a grip on that. The issue is the membership that's not complying with the requirements, that it goes to this board first and then you make the determinations of what you would like to pursue. You need to look at the whole picture not just a project by project picture.

Chairman Shipley asked if that when they're communicating, is it that we're seeing that there is no communication or that they are happening and what's the role of our current airport manager in dealing with what we have going on?

City Manager Swingle stated that the airport manager was involved in any of those discussions. As far as creating another wing of hangars, we find out from state aviation, because a pilot is contacting them about looking for grants and things of that nature. That is absolutely not their role. If they have that idea or concept, they need to take it to this board and let this board make that determination. We are not going to move and act and react to the actions of individual members that are out there in the community with respect to the airport, they need to respond to you.

Chairman Shipley asked what would be the procedure for the picnic tables. In his opinion, it would be simpler if whoever had the idea could put something on paper that they could look at and then the City Commission could approve it. Everyone needs to know where it's gonna be and what it's gonna be and how it's gonna affect airport operations. He thinks it's a great idea. They could even call a special meeting



at any time if something big came up and they wanted to present it to the board. But the board needs to present it to the City Commission in a manner that is understandable.

City Manager Swingle stated that he thinks the board should flush out the idea with the individual that would want this. He just wants them to follow the proper chain of command. Everything needs to go through the board.

Member Mullenax stated that the airport manager had told him 6 months ago that he was gonna look into getting the picnic tables and put in camp sites and nothing ever happened. A couple of months ago, the EAA said that they would be willing to get involved and help in getting it done. Chuck and Larry were looking into items that the City was going to sell at an auction. They saw the picnic tables and thought that it would be useful with what they were trying to do. They just wanted to help with getting the camp sites. It wasn't something they were starting on their own, Chad said he was going to do it, they were just offering to help.

Airport Manager Chad stated that the camp sites on his mind and wanted to be done. They have cleared out some weeds and such in an area and started taking measurements. They have been dealing with other things at the airport that needed attention more than that. The camp sites have been looked at, we haven't done anything that would eventually do planning and to show everybody what's going to be done and where, measurements, funding and everything else that they are planning for those spaces and bring them to the advisory board.

Chairman Shipley repeated what Chad had said. That he had done some preliminary, clearing out, worked with EAA with some ideas on some ideas of what he wants to do, but nothing has been done and that his plan was to create a plan to bring to the board so that they can decide and talk about it.

Airport Manager Chad stated that's the same thing for a number of different items.

Chairman Shipley stated that they want to be able to have the comings and goings of the airport to be able to have good communication but also good decision making.

City Manager Swingle just wants everything to go through the advisory board not through the EAA or anyone else.

Chairman Shipley asked if the pilots are going to the City, circumventing?

City Manager Swingle answered yes. He tells them to take it up with the advisory board.

b) Discussion/Action – Agreement pertaining to local chapter of the EAA (Experimental Aircraft Association)

City Manager Swingle addressed the board and said that they have the EAA's agreement for the hangar is expired and they need to find out if it's in the best interest of the airport to continue the relationship at donating the hangar to the EAA and if so, what is in the public interest here? For it not to be an anti-donation issue there has to be a public benefit. And we need to include that in the language of the contract.

Vice-Chairman Senn responded that he is a member of the EAA. It does promote aviation, they can work with the schools, they're gonna do projects, they actually have a plane that is being donated to them, and he thinks that they're gonna bring in kids and get them interested in maintenance and talk about flying and that kind of thing. It is a promotion as it gives the kids something different to do, something different to look at and I know they work with education. The pilot base is dwindling and we need to keep it going. He thinks it is a great benefit and promotion of the airport, promotion of aviation, and that's one of the goals of the EAA.

Member Mullenax stated the he is the president of the local chapter and he has a conflict of interest because he's in both positions.

Chairman Shipley stated that they have an expired agreement and he proposes that they ask the chairperson of the EAA to present a plan of action that shows the board where they want to go.

Member Mullenax stated that they are to meet next week and they will lay out some of the prospects of working towards aviation. He stated that he and Chuck have gone to the high school and talked to the students about aviation.

City Manager Swingle said that the item is an action item and they feel that they need to enter into a contract with the EAA or that they don't.

Vice Chairman Senn stated that he is a member of the EAA and doesn't think that he can decide on the motion.

Chairman Shipley stated that would like to know more about what their plans are for the future and he wants to extend it. He wants to promote the plan and what parts the board can play in assisting with it.

City Manager Swingle stated that they can table the item and set it up for the next meeting.

Chairman Shipley made a motion to table the item in lieu of preparation for a plan of a presentation.

Vice Chairman Senn seconded the motion.

c) Discussion/Update – Hanger door replacement/repair insurance claim for repairs

City Manager Swingle stated that the accident had happened before he took over office but was immediately informed. He is absolutely embarrassed that it has not been repaired as of yet. The City has made many phone calls in trying to get a contractor to do the work on the door and they were unavailable. The insurance company was also having a very difficult time. They found a contractor now; they were not able to get a local contractor that was interested in the work. They found a contractor out of Las Cruces.

Vice Chairman Senn stated that his experience with the insurance company has been great as he's had to deal with them since it was his plane that was damaged. He said that they are doing the best that they can and they are good people. He is very impressed with them.

City Manager Swingle apologized for the situation taking so long.

Member Mullenax stated that Carl, the local iron man, received one phone call from the insurance adjuster but that the voicemail was muffled and he couldn't understand the number and was unable to call them back.

City Manager Swingle stated that they have a contractor available to fix the hangar door.

Chairman Shipley thanked everyone for their help with the situation.

Member Mullenax stated that the EAA gave David Senn their hangar door since he didn't have one and that is why their hangar is empty.

d) Discussion/Update – Pippen Hanger. What is currently happening with this hanger

City Manager Swingle stated that the Pippen Hanger is part of the contract obligation package for the current airport manager/supervisor Chad. By contract, it is currently assigned to him and he is using it at his pleasure.

Airport Manager Chad stated that he has his aircraft in there right now and Larry has one and another aircraft is in there as well. What it's being used for right now is, anytime we don't have hangar space for somebody that's on the list, the Pippen Hanger is offered up for free to that person. Anyone that is on the hangar waiting list is offered that hangar to keep their aircraft at until as t-hangar comes up.

e) Discussion/Update – Current status of the Airport manager contract

City Manager Swingle stated that they currently have a contract with Chad to provide the airport management services. It will be on the agenda of the next Commission meeting to extend his contract through the end of June.

Chairman Shipley asked Chad how everything is working out for him.

Airport Manager Chad stated that everything that he's been doing remotely, he will continue doing, he will be traveling back to make sure that everything is being kept up. He will continue as they see fit.

City Manager Swingle stated that they did put out an RFP for that service, however they rescinded it.

They had 2 candidates actually respond to the RFP. They didn't receive any proposals. They stopped the process in the interim. We want to get out to a much larger audience. We will be sending out an RFI

which is a request for information, of trying to get a third party to run the airport. In another proposal, an RFP will be going out for this service. We have 6 months to get this out and make a selection. Traci has reached out to several different areas including Raton. Several people have said that they are a very good model.

- f) Discussion/Update – Airport advisory board minutes to be read at the city council meeting prior to being approved

Chairman Shipley stated that one of his concerns that a lot of times it's easy to receive from another advisory board minutes and all the things that are talked about. He feels that they really need some backing with the city with decisions so that they are understood. He wants the minutes read or discussed, not just approved at City Commission meetings or create action items from the minutes. City Manager Swingle stated that he will talk to the Commission about that, however, the minutes are approved by the Commission at every meeting that they have the minutes. They are reviewing them, they are reading them. They are not read publicly for everyone to hear, but they have 11-13 advisory boards that meet monthly or quarterly. If they have any issues, they'll certainly talk about it. Chairman Shipley stated that he's been told that the airport is a great spot and that he gets compliments all the time about how great of a location they have.

- g) Discussion/Update – Current condition of the septic systems and what is being done for the current cesspool attached to the FBO

Chairman Shipley shared that that had a sewer backup at the FBO. They know that there is another septic system there; they just don't know where it is. It's attached to the house and the other bathrooms that are outside. He met with David Johnson and they uncovered the tank and what potentially appeared to be a tank but was not. The current system that is there to handle the sewage waste coming from the FBO is not compliant. He is more than happy to pass the job on to someone else due to the conflict of interest. He is passionate about the environment and the situation. It is fairly a low cost replacement system. It needs to be brought to compliance. It's submitting an application to the NMED, receiving approval from them an installation.

City Manager Swingle stated that he was aware that they went out there and vacuumed out the tank, a septic tank. What he understands now, is that it was not a septic tank.

Chairman Shipley stated that he has pictures.

City Manager Swingle asked for a ball park figure.

Chairman Shipley stated that it will be about \$1500 to get each system registered and there are 3 of them.

#### **COMMENTS FROM THE BOARD:**

Member Mullenax asked about the mogas. He stated that he's looked into it and there are no regulations preventing them from offering auto gas at the airport. His aircraft uses auto gas as well as several other pilots. He spoke to Tim at B&H and he stated that he could bring some out to the airport and see how the demand is for the auto gas.

Airport Manager Chad stated that there was a state law to reverse that they could not sell non-aviation gasoline at the airport. In order to get that on, they would need a letter from the state, stating that it is ok, just in case they are missing something. They would need to get approval from the board and the City Commission. He will talk to the higher up to see what he can find out and do to get it addressed.

City Manager Swingle asked is it a convenience for the pilots or is it something that will actually generate revenue for the airport?



Chairman Shipley stated that when you're a pilot and you're flying, you get to see what all the fuel at all the airports are in comparison. Pilots will fly in specifically to airports where mogas is available. Mogas is cheaper than the other.

Airport Manager Chad stated that the only way to get mogas at the airport was to have a club own the fuel and then it was delivered outside of the gate and then the truck brought it out for club members. Chairman Shipley asked if this was something that they want to consider, is it going to be economically viable for our airport, would it be a draw for pilots to come to our airport because we're selling it and we're providing it.

Member Mullenax stated that he was thinking of taking a 70 gallon drum to the airport for his personal use on his aircraft.

Chairman Shipley stated that having the mogas would be the draw to bring more pilots to our airport. City Manager Swingle said that is an analysis that needs to be done.

Chairman Shipley suggested that they fill up one of the existing trucks that are already at the airport in order to test the waters to promote it and see how it does. He wants to use the current infrastructure that is already in place without having to add extra cost.

Airport Manager Chad stated that he will take action into looking into this a little bit more.

Vice-Chairman Senn wanted to thank Gerald for the airport car that he donated. He said it's a beautiful car and they are all very appreciative and grateful to finally have one there for the pilots to use. He wants to put it on the website that there is a car available for other pilots to use in order to promote the airport.

#### **COMMENTS FROM STAFF:**

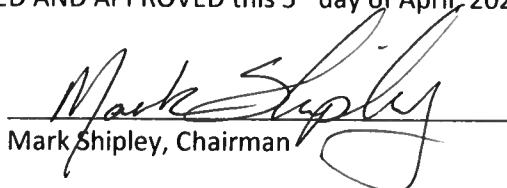
No comments from City staff.

#### **ADJOURNMENT:**

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

Meeting adjourned.

PASSED AND APPROVED this 5<sup>th</sup> day of April, 2022.

  
Mark Shipley, Chairman



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

Agenda Item #: F.3

**SUBJECT:** Acknowledge Regular Planning & Zoning Minutes, February 17, 2022.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** April 7, 2022

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

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

**Summary/Background:**

Acknowledge Minutes.

**Recommendation:**

Acknowledge minutes.

**Attachments:**

Minutes

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

\$0.00

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

None.

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

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

**Final Approval:** ☒ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022

**CITY OF TRUTH OR CONSEQUENCES  
PLANNING & ZONING COMMISSION  
THURSDAY, FEBRUARY 17, 2022**

**MINUTES**

**REGULAR MEETING**

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico, to be held at the City Commission Chambers at 405 W. Third Street, Truth or Consequences, New Mexico, on Thursday, February 17, 2022 at 5:30pm.

**CALL TO ORDER:**

The meeting was called to order by Chairman Hogg.

**ROLL CALL:**

Michael Hogg, Chairman  
Chris Sisney, Vice-Chairman  
James Bush, Member

**ALSO PRESENT:**

Traci Alvarez, Assistant City Manager  
Dawn C. Barclay, Deputy City Clerk

**1. APPROVAL OF AGENDA:**

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

**2. APPROVAL OF MINUTES:**

- a. Regular meeting of January 6, 2022.

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

**3. COMMENTS FROM THE PUBLIC:**

There were no comments from the public.



#### **4. PUBLIC HEARING:**

*Special Note: Dawn C. Barclay, Deputy City Clerk swore in all parties including staff who will be speaking during the scheduled hearings in accordance with the "Battershell Procedure". After all parties and staff were sworn in, the hearings commenced.*

**a. Public Hearing/Discussion/Action: Request for a Summary Plat Amendment and Variance Request at 101 Austin, Truth or Consequences, NM, pursuant to Chapter 15, Sec. 15-17. Traci Alvarez, Assistant City Manager**

**Traci Alvarez, Assistant City Manager** – Mr. Chairman and Members of the board. This first public hearing is a request for a summary plot amendment and a variance request at 101 Austin Street. In your agenda packet, you will see 101 Austin Street. If you look at the parcel map you can see his lot is split up into many sections. Applicant is requesting to make this parcel into one whole parcel so he can develop properly when he is ready to do so development. The way it is split up, he currently cannot meet our required setbacks. He is not expanding or doing anything, just requesting all the lot lines within the parcels be removed. With that, I will stand for any questions.

**Member Bush** – I don't have any questions. It seems straightforward to me. It seems like all required documents have been submitted.

**Dawn C. Barclay, Deputy City Clerk** – Are there any other questions from the Board?

**Chairman Hogg** – Everything seems to be in order to me. However, the property is not publicly explicitly identified. It is pretty simple, it's at the beginning of the street. I am in support of it.

**Traci Alvarez, Assistant City Manager** – At this time you would open up the public hearing portion for anyone who wants to speak for or against.

**Dawn C. Barclay, Deputy City Clerk** – So the board does not have any more questions for Ms. Alvarez?

**Rebecca Otero, 558 Mims Street** – I looked for an identification factor on the property being discussed, I didn't find anything. I am not very clear which property is 101 Austin Street. Secondly, my property joins Riverbend. When I moved into my property in 2015 or about, I had a private survey done which I paid an essential amount of money, I also had hired an attorney because the property marked "unknown owner" has used it for storage all these years, I have a photograph of what it looks like. When I initiated moving a storage shed they blocked my path and thereafter built a fence to claim adverse possession in the future, I presume. It is filled with an old Airstream, rocks, and other stuff. I am very suspicious, that is all I have to say. I'm very emotional about it, I went through a lot of trouble hiring a lot of attorneys. One attorney said here in town that it was a conflict of interest because they were on the Zoning Board. I have a copy of the survey that proves that there was an unknown owner when I purchased the property and they literally confiscated it. So, I don't have any right to park a car there, or if I have family members

over for a party because it's overcrowded, and they claim it's theirs. (She provided a copy of her survey be made parts of the minutes)

**Vice-Chairman Sisney** – Are you on the other side of the road?

**Rebecca Otero, 558 Mims Street** – That's what I don't know. I don't know where 101 Austin is.

**Vice-Chairman Sisney** – It's Mike Foerstner's property.

**Traci Alvarez, Assistant City Manager** – It's across the street from Riverbend Hot Springs.

**Rebecca Otero, 558 Mims Street** – Well that makes a big difference. I didn't know, that's why I'm here asking. Thank you so much.

*Special Note: Kathe Bachtel & Joan F. Gooding both signed up to speak but had their questions answered when Ms. Otero spoke. Neither Ms. Bachtel nor Ms. Gooding spoke at the podium.*

**Dawn C. Barclay, Deputy City Clerk** – It looks like those two questions have been answered.

**Member Bush** – Because they are not pertinent to what we are discussing.

**Traci Alvarez, Assistant City Manager** – So this time staff would request approval for the Summary Plat Amendment for 101 Austin.

**Member Bush** made a motion to approve the request for a Summary Plat Amendment and Variance request at 101 Austin, Truth or Consequences, NM. Vice-Chairman Sisney seconded the motion. Roll call was taken.

**Michael Hogg** – Voted Aye.

**Chris Sisney** – Voted Aye.

**James Bush** – Voted Aye.

**Motion passed with a 3 to 0 vote in favor.**

- b. Public Hearing/Discussion/Action: Request for a Summary Plat Amendment and Variance Request at 1616 N Riverside, Truth or Consequences, NM, pursuant to Chapter 15, Sec. 15 17. Traci Alvarez, Assistant City Manager**

**Traci Alvarez, Assistant City Manager** – Mr. Chairman and Members of the board. This is a request at 1616 N Riverside. You will see in your agenda packet the applicant owns two separate parcels. He is in the process of having plans submitted for a site-built house at this location. What he is requesting is to make

two parcels into one parcel so he can continue to build his house and has met all the setback requirements.

He owns both parcels and would like to make it all one. With that, I stand for any questions.

**Member Bush** – I have read what we have here, and I have no questions. Looks like everything is in order.

**Dawn C. Barclay, Deputy City Clerk** – Are there any other questions from the board for Ms. Alvarez?

**Dawn C. Barclay, Deputy City Clerk** - Called Ms. Bachtel to the podium to speak.

**Kathe Bachtel, 1614 N Riverside Drive** – I have two items that I would like an answer for. Number 1; what is this Ordinance No. 726 that was dealing with RVs. The people that own that property have been living in the RV for over a year. I spoke to Ms. Alvarez and apparently, she had several conversations with them because they put up a fence to block me from their RV because I got tired of looking at it, and their dogs were barking.

**Traci Alvarez, Assistant City Manager** – This public hearing is whether or not you oppose or support the lot split. I will answer those questions. Ms. Bachtel is correct, the current owner has been living in their RV. They have been going through some plan changes. The recent change to the Municipal Code does allow RV as a dwelling unit when someone has submitted their plans. He signed off on the development agreement and met all the applicable development fees and our engineer is currently reviewing the development plan. We are on hold with the development plan until we go through this summary plot. If this is not approved at this level or the City Commission level, we will have to start the development plan process over. He had originally submitted some time ago, but as we know the cost of materials went to a horrific height because of Covid, so he requested and it was approved at the P&Z office to wait until some of the cost went down in materials. Costs went down and he submitted his plans and proceeded forward with the development with the site built home. So he is within all allowances of our City code.

**Kathe Bachtel, 1614 N Riverside Drive** - That is as of now, what about the year he was there when he wasn't supposed to be?

**Traci Alvarez, Assistant City Manager** – He was allowed, he has received permission to park there, but that is not what this hearing is about.

**Kathe Bachtel, 1614 N Riverside Drive** - So that new Ordinance gives people permission to live on-site in their RV?

**Traci Alvarez, Assistant City Manager** – The public hearing is not about the Ordinance, I will be happy to have that conversation with you, but yes the new Ordinance does allow somebody to live in their RV on their lot as long as they have submitted all required to develop plans, signed the development agreement, sign the zoning approval application, and proceeding forward with the review of building and development plans. That is what the new Ordinance says.



**Dawn C. Barclay, Deputy City Clerk** - Called Ms. Otero to the podium to speak.

**Rebecca Otero, 558 Mins St** – I think I know what property you're talking about. It really would have been very nice to have some public display so it would be clear. Because not everybody is reading the maps. I think that belongs to Richard, with the Firewater Lodge.

**Traci Alvarez, Assistant City Manager** – Were talking about 1616 N Riverside that is off of Third Street?

**Rebecca Otero, 558 Mins St** – I can't comment on that. I thought I was all for it, but I don't know about it. I do apologize.

**Dawn C. Barclay, Deputy City Clerk** - Called Ms. Gooding to the podium to speak. She declined to speak, she stated she was only there to listen to the public hearing.

**Traci Alvarez, Assistant City Manager** – If you notice in your agenda packet there is an email from a neighboring property in support, they were unable to attend. Staff requests approval of the Summary Plat Amendment for 1616 N Riverside. I stand for any further questions.

**Member Bush** – I have no questions.

**Vice-Chairman Sisney** – I have no questions.

**Chairman Hogg** – I tried to look at this property for this hearing and I could not find it. It's not clearly marked.

**Traci Alvarez, Assistant City Manager** – I didn't have any problems finding it, even though Google Maps. You are more than welcome to call the Planning and Zoning office and to get assistance prior to our meetings. It's very simplified, the gentleman has two parcels side-by-side, and he is building a site-built house and he just wants to vacate the center line and make it one large parcel. It wouldn't be under normal duties for Planning & Zoning members to acutely be driving out to properties that is why I submit the documents in the agenda packet. You are always welcome to come into my office and we can look at it on the map and discuss it.

**Member Bush** – I drove by it and I understand what the property owners are trying to do.

**Traci Alvarez, Assistant City Manager** – It's on the corner of N Riverside and Third. It is a commercial property, but by all rights, you can have a dwelling on a commercial property.

**Member Bush made a motion to approve the request for a Summary Plat Amendment and Variance request at 1616 N Riverside Drive, Truth or Consequences, NM. Vice-Chairman Sisney seconded the motion. Roll call was taken.**

**James Bush – Voted Aye.**  
**Chris Sisney – Voted Aye.**  
**Michael Hogg – Voted Aye.**

**Motion passed with a 3 to 0 vote.**

## **5. NEW BUSINESS:**

### **a. Discussion/Update: Final Adoption of Ordinance No. 725 Amending Chapter 3 Pertaining to Animals.**

Traci Alvarez, Assistant City Manager advised the board that on February 9, 2022, the City Commission approved a revision on the animal ordinance. In the near future, kennel permits will now come before the board for approval. Property owners hosting more than four animals (any combination of dogs or cats) will be required to apply for two types of city permits. One will be a “Kennel Permit” which has been in effect for several years and the owner of the property was required to request a special use permit from the Planning & Zoning Commission for approval. This procedure was never implemented allowing “Kennel Permits” to be issued without approval from the P&Z Commission. The “Kennel Permit” now includes all 501(c)(3) and commercial businesses.

The other permit is a “Multi Animal” permit for a private owner that would like to own more than four animals (any combination of dogs or cats). The procedure for both permits will warrant a public hearing with the Planning & Zoning Commission and the notification of neighboring properties.

Applicants will be going through the Animal Control Office to apply for both types of permits. Once the application is received, the Animal Control Officer will visit the property to insure

Ms. Alvarez asked the board to please become familiar with the attached ordinance and special use guidelines. She did not want the board to be caught off guard when an animal public hearing was scheduled. She also extended an invitation for the board to contact her for any questions or clarifications.

## **6. REPORTS FROM THE BOARD:**

There were no reports from the staff.

## **7. REPORTS FROM STAFF:**

Traci Alvarez, Assistant City Manager reported several requests for quotes have gone out for the Revision to our Municipal Codes to be updated. Due to the prices received back, the City will now be doing the updates in-house. Ms. Alvarez and the Chief of Police, Victor Rodriguez will be working on the updates as most will pertain to Planning and Zoning and Code Enforcement. Once the changes go through the Ordinance approval and adoption, Ms. Alvarez will report back with an update as to what was approved or disapproved.

**8. ADJOURNMENT:**

**There being no further business to come before the Planning & Zoning Commission. Member Bush made a motion to adjourn the meeting. Vice-Chairman Sisney seconded the motion. Motion carried unanimously. Meeting was adjourned.**

**PASSED AND APPROVED ON THIS 7<sup>th</sup> DAY OF APRIL 2022.**

---

**Michael Hogg, Chairman**  
Planning & Zoning Commission





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

Agenda Item #: F.4

**SUBJECT:** March 2022 Accounts Payable  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** March 29, 2022  
**SUBMITTED BY:** Ruby Otero-Vallejos, 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 March 2022

**Attachments:**

- End of Month Accounts Payable Report by Fund

**Fiscal Impact (Finance):** Yes

All Funds Summary is a total of \$ 1,128,239.23

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

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

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

**Final Approval:** ☐ City Manager

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

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

Continued To: - Referred To: -

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

File Name: CC Agendas 4-13-2022



Truth or Consequences

# Expense Approval Report

By Fund

Payable Dates 3/1/2022 - 3/31/2022

## PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 101 - General</b>					
BUD'S SMALL ENGINE REPAIR	017011	03/04/2022	OUTER AIR FILTER	101-1009-47420	35.10
BUD'S SMALL ENGINE REPAIR	017011	03/04/2022	LABOR	101-1009-47420	194.74
BUD'S SMALL ENGINE REPAIR	017011	03/04/2022	FPA GREASE	101-1009-47420	5.00
BUD'S SMALL ENGINE REPAIR	017011	03/04/2022	FUEL FILTER	101-1009-47420	12.12
BUD'S SMALL ENGINE REPAIR	017011	03/04/2022	LATCH	101-1009-47420	16.62
BUD'S SMALL ENGINE REPAIR	017011	03/04/2022	OIL FILTER	101-1009-47420	17.90
BUD'S SMALL ENGINE REPAIR	017011	03/04/2022	BLADE SHARPEN	101-1009-47420	21.00
BUD'S SMALL ENGINE REPAIR	017011	03/04/2022	OIL 15W40	101-1009-47420	69.00
BUD'S SMALL ENGINE REPAIR	017011	03/04/2022	ANTI FREEZE COOLANT	101-1009-47420	43.20
BUD'S SMALL ENGINE REPAIR	017011	03/04/2022	INNER AIR FILTER	101-1009-47420	48.28
SIERRA VISTA HOSPITAL / SIERRA...	02282022	03/04/2022	GRT DISTRIBUTION FY 21/22 OP...	101-1017-48599	26,798.05
SIERRA COUNTY CLERK	03022022	03/04/2022	OPEN PO FOR FY 21/22 - RECO...	101-1001-43740	25.00
NEW MEXICO GAS COMPANY, I...	030322	03/04/2022	GAS BILLS/NM WORKFORCE C...	101-1018-43780	244.64
NEW MEXICO GAS COMPANY, I...	030322	03/04/2022	GAS BILLS/ANIMAL SHELTER	101-1018-43780	394.97
NEW MEXICO GAS COMPANY, I...	030322	03/04/2022	GAS BILLS/GENERAL	101-1018-43780	4,115.80
CHERRILL'S WESTERN APPAREL	084288	03/04/2022	STEEL TOE BOOTS FOR TOM C...	101-1014-44615	189.00
MANANA	102.22	03/04/2022	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
NM LEAGUE OF ZONING OFFICI...	10282021	03/04/2022	YEARLY MEMBERSHIP FEE-JAMI...	101-1008-43770	35.00
SIERRA COUNTY SENTINEL	108722	03/04/2022	HELP WANTED ADS FY21-22 - O...	101-1004-43740	341.78
SIERRA COUNTY SENTINEL	108728/108678	03/04/2022	OPEN PO FOR FY 21/22 PUBLIC...	101-1001-43740	600.46
AMAZON CAPITAL SERVICES, IN...	161R-VMJM-3XXJ	03/04/2022	PRINTER PAPER	101-1006-44606	214.95
AMAZON CAPITAL SERVICES, IN...	161R-VMJM-3XXJ	03/04/2022	TRASH BAGS	101-1006-44607	122.48
AMAZON CAPITAL SERVICES, IN...	161R-VMJM-3XXJ	03/04/2022	GLOVES	101-1006-44607	37.99
AMAZON CAPITAL SERVICES, IN...	161R-VMJM-3XXJ	03/04/2022	EZALL COMPLETE KIT	101-1006-44607	65.90
AMAZON CAPITAL SERVICES, IN...	161R-VMJM-3XXJ	03/04/2022	ANIMAL FOLDABLE TRANSPORT	101-1006-44607	31.95
AMAZON CAPITAL SERVICES, IN...	161R-VMJM-3XXJ	03/04/2022	DRYER SHEETS	101-1006-44607	22.40
AMAZON CAPITAL SERVICES, IN...	161R-VMJM-3XXJ	03/04/2022	BLEACH	101-1006-44607	24.09
AMAZON CAPITAL SERVICES, IN...	161R-VMJM-3XXJ	03/04/2022	HOSE	101-1006-44607	53.97
AMAZON CAPITAL SERVICES, IN...	161R-VMJM-3XXJ	03/04/2022	LITTER SCOOP	101-1006-44607	4.38
AMAZON CAPITAL SERVICES, IN...	161R-VMJM-3XXJ	03/04/2022	HAND SOAP	101-1006-44607	6.58
STANTEC CONSULTING SERVICE...	1872157	03/04/2022	DEVELOPMENT REVIEW 1616 N...	101-1010-48598	4,416.39
SIERRA COLLISION & TOWING	1969089	03/04/2022	REPAIR WORK FOR DODGE # 13...	101-1014-47420	865.50
TDS	22822	03/04/2022	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,692.78
CITY UTILITIES	22822	03/04/2022	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	7,353.14
JAIME F. RUBIN, LLC	3122	03/04/2022	OPEN PO FOR LEGAL SERVICES	101-1000-43597	4,944.96
PATTILLO BROWN & HILL, LLP	445683	03/04/2022	ANNUAL AUDIT FY 2020-21 GE...	101-1018-48596	8,630.00
ARMUJO'S CASA BONITA	44614	03/04/2022	2 SOLID CORE WOOD DOORS IN...	101-1014-43403	1,844.50
SILVERSKY, INC.	451018-SI	03/04/2022	EMAIL SERVICE OPEN PO FY21/...	101-1018-43815	188.53
ARENAS VALLEY ANIMAL CLINIC...	64503/64595	03/04/2022	GETTING ANIMALS FIXED	101-1006-48598	167.05
ARENAS VALLEY ANIMAL CLINIC...	64683/64772	03/04/2022	GETTING ANIMALS FIXED	101-1006-48598	171.47
ARENAS VALLEY ANIMAL CLINIC...	64832/64869	03/04/2022	GETTING ANIMALS FIXED	101-1006-48598	323.72
ARENAS VALLEY ANIMAL CLINIC...	65085/65127	03/04/2022	GETTING ANIMALS FIXED	101-1006-48598	92.23
INTEGRATED TECHNOLOGIES G...	7340	03/04/2022	IT SERVICES JANUARY 1 THRO...	101-1018-48598	984.84
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	221.66

## Expense Approval Report

Payable Dates: 3/1/2022 - 3/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	195.53
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	843.79
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	70.80
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	43.20
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	307.03
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	112.80
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	196.80
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	180.73
KING'S LOCKSMITH	8051	03/04/2022	KEYS AND OTHER LOCKSMITH I...	101-1014-43403	122.62
LASTING PAWS PET MEMORIAL ...	LC10391-I-0024	03/04/2022	ANIMAL CREMATION	101-1006-48599	520.12
NM SELF INSURERS FUND	MUN ID 1890 VEHICLES	03/04/2022	ANNUAL VEHICLE LIAB INSURA...	101-1018-46733	1,986.09
BANK OF AMERICA	0-0006668065	03/08/2022	FIRST AID AND CPR TRAINING C...	101-1007-48598	35.00
BANK OF AMERICA	020222	03/08/2022	M HS GRIZZLY STEEL TOE BOOT	101-1009-42620	59.76
BANK OF AMERICA	151235	03/08/2022	GEORGIA MNS 6IN LACE UP STE...	101-1013-42620	119.99
BANK OF AMERICA	151235	03/08/2022	GEORGIA MNS 6IN LACE UP STE...	101-1013-42620	119.99
BUD'S SMALL ENGINE REPAIR	017036	03/10/2022	CPA	101-1009-47420	5.00
BUD'S SMALL ENGINE REPAIR	017036	03/10/2022	OIL FILTER	101-1009-47420	17.54
BUD'S SMALL ENGINE REPAIR	017036	03/10/2022	SHIPPING OF PARTS	101-1009-47420	20.95
BUD'S SMALL ENGINE REPAIR	017036	03/10/2022	AIR FILTER	101-1009-47420	27.44
BUD'S SMALL ENGINE REPAIR	017036	03/10/2022	BLADES	101-1009-47420	69.99
BUD'S SMALL ENGINE REPAIR	017036	03/10/2022	CARB	101-1009-47420	115.48
BUD'S SMALL ENGINE REPAIR	017036	03/10/2022	STARTER	101-1009-47420	191.88
BUD'S SMALL ENGINE REPAIR	017036	03/10/2022	LABOR	101-1009-47420	194.74
BUD'S SMALL ENGINE REPAIR	017036	03/10/2022	SPARK PLUGS	101-1009-47420	13.90
BUD'S SMALL ENGINE REPAIR	017036	03/10/2022	OIL 10W30	101-1009-47420	9.98
BUD'S SMALL ENGINE REPAIR	017036	03/10/2022	FUEL FILTER	101-1009-47420	10.99
TURTLEBACK PEST CONTROL, I...	03072022	03/10/2022	TURTLEBACK PEST CONTROL SE...	101-1014-43403	728.04
AJ PREP SALES AND SERVICE	030722	03/10/2022	LOCKING OF PARK FACILITIES P...	101-1009-48599	350.00
COPPLER LAW FIRM, P.C.	11358/11356	03/10/2022	OPEN PO FOR LEGAL SERVICES	101-1000-43597	366.52
INTERNAL SERVICE FUND	132796	03/10/2022	INTERNAL SERVICE-02/01/22-02...	101-1009-47420	54.94
INTERNAL SERVICE FUND	132796	03/10/2022	INTERNAL SERVICE-02/01/22-02...	101-1009-47420	13.95
INTERNAL SERVICE FUND	132796	03/10/2022	INTERNAL SERVICE-02/01/22-02...	101-1014-47420	32.50
SUN VALLEY, INC.	162480	03/10/2022	OPEN PO-FIELD SUPPLIES/FEBR...	101-1009-44607	81.91
AMAZON CAPITAL SERVICES, IN...	17X6-LN37-NR6L	03/10/2022	PROMO DISCOUNT	101-1007-44606	-2.85
AMAZON CAPITAL SERVICES, IN...	17X6-LN37-NR6L	03/10/2022	GE 6-OUTLET POWER STRIP 2 P...	101-1007-44606	21.84
AMAZON CAPITAL SERVICES, IN...	17X6-LN37-NR6L	03/10/2022	TRIPP LITE DISPLAYPORT TO H...	101-1007-44606	29.76
AMAZON CAPITAL SERVICES, IN...	17X6-LN37-NR6L	03/10/2022	CABLE MATTER 2-PACK 16 AWG...	101-1007-44606	43.90
AMAZON CAPITAL SERVICES, IN...	17X6-LN37-NR6L	03/10/2022	YECAYE 125 LARGE CABLE CON...	101-1007-44606	56.97
AMAZON CAPITAL SERVICES, IN...	17X6-LN37-NR6L	03/10/2022	T-POWER 12V CAR CHARGER	101-1007-44606	111.93
AMAZON CAPITAL SERVICES, IN...	1HD3-Y7F3-1NRY	03/10/2022	VELCRO EXTREME 20FT	101-1007-44607	39.48
QUILL CORPORATION	23488938	03/10/2022	DISCOUNT	101-1011-44606	-5.00
QUILL CORPORATION	23488938	03/10/2022	FILE FOLDERS	101-1011-44606	26.99
QUILL CORPORATION	23488938	03/10/2022	NOTEBOOKS	101-1011-44606	17.96
QUILL CORPORATION	23488938	03/10/2022	HP63 COLOR INK CARTRIDGES	101-1011-44606	55.78
QUILL CORPORATION	23488938	03/10/2022	HP 63 BLACK INK CARTRIDGES	101-1011-44606	98.95
QUILL CORPORATION	23488938	03/10/2022	PILOT G2 PENS	101-1011-44606	28.78
COPKILLER MOVIE,LLC	337291	03/10/2022	CIVIC CENTER DEPOSIT REFUND...	101-1099-34348	250.00
THALES DIS USA,INC.	453306	03/10/2022	FINGERPRINT BACKGROUND C...	101-1007-48598	8.30
TRANS UNION RISK & ALTERNAT...	485949-202202-1	03/10/2022	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	110.00
WARM SPRINGS RENT ALL	53604	03/10/2022	SCAFFLING	101-1009-43465	26.04
TALON SEPTIC & POTTY SERVICE	581	03/10/2022	RENTAL OF PORTABLE TOILETS ...	101-1009-43465	800.00
BRADY INDUSTRIES, LLC	72330033	03/10/2022	FUEL CHARGE	101-1014-44607	4.00
BRADY INDUSTRIES, LLC	72330033	03/10/2022	DISINFECTANT LEMON FLOOR C...	101-1014-44607	209.32
BRADY INDUSTRIES, LLC	72330033	03/10/2022	CENTER PULL HAND TOWELS	101-1014-44607	450.00
BRADY INDUSTRIES, LLC	72330033	03/10/2022	TOILET TISSUE 2 PLY	101-1014-44607	595.10
BAKER & TAYLOR, INC.	75606/75607/56410/30871/00...	03/10/2022	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	186.81
STAPLES CONTRACT & COMME...	8065434095	03/10/2022	AVERY INDEX MAKER PRINT & ...	101-1004-44606	194.12

## Expense Approval Report

Payable Dates: 3/1/2022 - 3/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES CONTRACT & COMME...	8065434095	03/10/2022	KLEENEX FACIAL TISSUR 36 BOX	101-1004-44606	74.72
STAPLES CONTRACT & COMME...	8065434095	03/10/2022	STAPLES MONTHLY LEATHER DI...	101-1004-44606	5.28
STAPLES CONTRACT & COMME...	8065434095	03/10/2022	STAPLES 2" BINDER CLIPS, LG 1...	101-1004-44606	5.70
STAPLES CONTRACT & COMME...	8065434095	03/10/2022	PENTEL BALLPOINT PENS FINE ...	101-1004-44606	8.64
STAPLES CONTRACT & COMME...	8065434095	03/10/2022	PENTEL BALLPOINT MED POINT...	101-1004-44606	10.08
STAPLES CONTRACT & COMME...	8065434095	03/10/2022	BOUNTY SELECT A SIZE PAPER ...	101-1004-44606	24.97
STAPLES CONTRACT & COMME...	8065434095	03/10/2022	CLASSIFICATION FOLDER 2 DIVI...	101-1004-44606	36.29
STAPLES CONTRACT & COMME...	8065434095	03/10/2022	CLASSIFICATION FOLDER 2 DIVI...	101-1004-44606	36.18
QUEST DIAGNOSTICS, INC.	9197292252	03/10/2022	SCREENING & MRO FEE FY21-22...	101-1004-48599	163.20
MAYKAYLA BROWNING	986536	03/10/2022	DEPOSIT REFUND 3/5/22 @ FA...	101-1099-34348	50.00
VERIZON WIRELESS	9900398055	03/10/2022	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	246.90
VERIZON WIRELESS	9900398055	03/10/2022	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	123.45
SAMBA HOLDINGS, INC.	INV00823257	03/10/2022	NEW HIRE AND QUARTERLY DR...	101-1004-48599	2.17
RELADYNE CONSERVANCY OIL ...	0054077-IN	03/11/2022	UNIVERSAL TRACTOR HYDRAUL...	101-1012-43316	791.43
RELADYNE CONSERVANCY OIL ...	0054077-IN	03/11/2022	FUEL SURCHARGE	101-1012-43316	2.29
RELADYNE CONSERVANCY OIL ...	0054077-IN	03/11/2022	15W-40 OIL	101-1012-43316	316.00
RELADYNE CONSERVANCY OIL ...	0054077-IN	03/11/2022	10W-30 OIL	101-1012-43316	556.41
TDS	03012022	03/17/2022	INTERNET SERVICE/PD OPEN PO...	101-1007-43775	149.00
SOUTHWEST AUTOMOTIVE	1196	03/17/2022	INSTALL NEW COMPUTER & PR...	101-1009-47420	899.75
SOUTHWEST AUTOMOTIVE	1196	03/17/2022	DIAGNOSE COMPUTER	101-1009-47420	225.00
SIERRA COLLISION & TOWING	1371-1876310	03/17/2022	REAR BUMPER REPAIRS	101-1007-47420	472.84
THE LINE, LLC	1508	03/17/2022	UNIFORM FOR ANIMAL CONTR...	101-1008-42620	552.34
STANTEC CONSULTING SERVICE...	1896145	03/17/2022	DEVELOPMENT REVIEW 1616 N...	101-1010-48598	78.09
STANTEC CONSULTING SERVICE...	1896145-2	03/17/2022	DEVELOPMENT REVIEW MORG...	101-1010-48598	469.75
STANTEC CONSULTING SERVICE...	1896145-2	03/17/2022	SILVER CITY NMGR @ 8.0%	101-1010-48598	37.58
STANTEC CONSULTING SERVICE...	1896145-3	03/17/2022	DEVELOPMENT REVIEW 905 PA...	101-1010-48598	94.71
AMAZON CAPITAL SERVICES, IN...	1G7F-GVT6-G9D4	03/17/2022	TIMER FOR COMMISSION CHA...	101-1000-44606	79.99
ALARM CONTROL TECHNOLOGI...	23708/23709	03/17/2022	FIRE ALARM MONITORING	101-1014-47410	53.94
CITY UTILITIES	31422	03/17/2022	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	35.22
NU-WAY LAUNDRY & CLEANERS	37007	03/17/2022	CARPET CLEANING SERVICE	101-1014-44607	114.99
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	221.66
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	195.53
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	865.24
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	102.00
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	43.20
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	307.03
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	112.80
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	196.80
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	145.72
SIERRA VISTA HOSPITAL / SIERR...	44507C15467	03/17/2022	COLLECTION FEE FY21-22 OPEN...	101-1004-48599	50.00
BAKER & TAYLOR, INC.	54927/28/73979/80/81/96053...	03/17/2022	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	1,051.97
INTEGRATED TECHNOLOGIES G...	7353	03/17/2022	IT SERVICES JANUARY 1 THRO...	101-1018-48598	984.84
FOXWORTH-GALBRAITH	773502	03/17/2022	MTL PLAIN PNL DBA 4-9/16 30R	101-1009-47415	287.99
WAC UPFITTERS	8178	03/17/2022	LABOR	101-1008-47420	91.69
WAC UPFITTERS	8178	03/17/2022	BLACK NERF BARS FOR UNIT G-...	101-1008-47420	206.35
ALL COURT FABRICS, INC.	8903	03/17/2022	50 LBS ZIPTIES	101-1009-44607	275.00
WEX BANK	0030122	03/21/2022	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	595.63
WEX BANK	02282022	03/21/2022	UNLEADED FUEL WEX CARD	101-1014-43316	584.20
WEX BANK	03012022	03/21/2022	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	4,628.03
AMBER JOHNSON	964299	03/24/2022	CIVIC CENTER DEPOSIT REFUND...	101-1099-34348	250.00
MUNICIPAL CODE CORP.	00370899	03/25/2022	OPEN PO FOR FY 21/22	101-1001-43740	450.00
XEROX CORP.	015665630/015665632	03/25/2022	BASE CHARGE/METER USAGE - ...	101-1004-43465	537.90
XEROX CORP.	015665631	03/25/2022	BASE CHARGE/METER USAGE-...	101-1001-43465	362.84
XEROX CORP.	015665634	03/25/2022	BASE CHARGE - METER USAGE ...	101-1007-43465	319.89
XEROX CORP.	015665636/015783307	03/25/2022	XEROX CHARGE/METER USAGE	101-1040-43465	253.71



## Expense Approval Report

Payable Dates: 3/1/2022 - 3/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XEROX CORP.	015665654	03/25/2022	METER USAGE OPEN PO 21/22	101-1003-43465	347.43
XEROX CORP.	015665656	03/25/2022	BASE CHARGE/METER USAGE F...	101-1009-43465	217.33
XEROX CORP.	015715599	03/25/2022	XEROX METER READS	101-1014-43465	20.47
CHERRILL'S WESTERN APPAREL	084297	03/25/2022	WRANGLER CHAMBRAY L.S. SHI...	101-1014-42620	72.00
CHERRILL'S WESTERN APPAREL	084297	03/25/2022	WRANGLER CHAMBRAY L.S. SHI...	101-1014-42620	72.00
CHERRILL'S WESTERN APPAREL	084297	03/25/2022	WRANGLER LONG SLEEVE DEN...	101-1014-42620	75.00
CHERRILL'S WESTERN APPAREL	084297	03/25/2022	WRANGLER L.S. DENIM SHIRTS ...	101-1014-42620	75.00
CHERRILL'S WESTERN APPAREL	084297	03/25/2022	WRANGLER JEANS FOR TOM C...	101-1014-42620	144.00
CHERRILL'S WESTERN APPAREL	084297	03/25/2022	WRANGLER JEANS FOR JOHN D...	101-1014-42620	144.00
EWING IRRIGATION	16237545	03/25/2022	MAXI-PAW-08 RAINBIRD POPUP	101-1009-44607	60.53
EWING IRRIGATION	16237545	03/25/2022	1-1/4 PVC MALE ADAPTER TXS	101-1009-44607	6.57
EWING IRRIGATION	16237545	03/25/2022	I90-36V HUNTER LG TURF ROT...	101-1009-44607	708.05
EWING IRRIGATION	16237545	03/25/2022	1-1/2 PVC MALE ADAPTER TXS	101-1009-44607	9.50
EWING IRRIGATION	16237545	03/25/2022	L/P 1/4 BARB COUPLING 100/B...	101-1009-44607	12.48
EWING IRRIGATION	16237545	03/25/2022	1-1/2 X 1-1/4 PVC RED BUSH TXT	101-1009-44607	25.81
EWING IRRIGATION	16237545	03/25/2022	9V ALKALINE INDUSTRIAL BATT...	101-1009-44607	54.33
EWING IRRIGATION	16237545	03/25/2022	360 ADJ BUBBLER W/BARB 0-1...	101-1009-44607	43.68
EWING IRRIGATION	16237545	03/25/2022	360 ADJ BUBBLER W/STAKE 0-1...	101-1009-44607	66.04
EWING IRRIGATION	16237545	03/25/2022	L/P VINYL BUCKET 1/4 X 1000FT	101-1009-44607	54.86
EWING IRRIGATION	16237545	03/25/2022	24IN DUAL BRISTLE BROOM	101-1009-44613	129.35
EWING IRRIGATION	16237545	03/25/2022	440 CHANNELLCOK 12 IN PLIERS	101-1009-44613	32.96
EWING IRRIGATION	16237545	03/25/2022	460 CHANNELLCOK 16 IN PLIERS	101-1009-44613	27.38
EWING IRRIGATION	16237545	03/25/2022	MAXI-PAW WRENCH	101-1009-44613	10.02
QUILL CORPORATION	23705548	03/25/2022	BUISNESS CARDS	101-1009-44606	16.91
NM SELF INSURERS FUND	242	03/25/2022	ANNUAL GENERAL LIAB INSUR...	101-1007-46732	91,823.68
NM SELF INSURERS FUND	242	03/25/2022	ANNUAL GENERAL LIAB INSUR...	101-1018-46732	5,548.30
NM SELF INSURERS FUND	242 VEHICLES	03/25/2022	ANNUAL VEHICLE LIAB INSURA...	101-1007-46733	8,278.13
NM SELF INSURERS FUND	242 VEHICLES	03/25/2022	ANNUAL VEHICLE LIAB INSURA...	101-1018-46733	13,451.96
WINDSTREAM CORPORATION	32222	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	115.73
CITY UTILITIES	32422	03/25/2022	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	2,638.35
NM SELF INSURERS FUND	344	03/25/2022	ANNUAL PROPERTY LIAB INSUR...	101-1018-46731	16,203.51
TESTON'S FREEWAY CHEVRON	4043	03/25/2022	OPEN PO FY21/22 FUEL PURCH...	101-1013-43316	212.36
TESTON'S FREEWAY CHEVRON	4096	03/25/2022	TESTOS FUEL/OIL OPEN P.O. FY ...	101-1009-43316	96.27
TEXAS- NEW MEXICO NEWSPAP...	4389765/4457985	03/25/2022	1/8th PAGE AD FOR 8 DAYS. LA...	101-1004-43740	676.92
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1001-41785	226.85
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1002-41785	269.26
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1003-41785	1,800.19
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1004-41785	484.52
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1006-41785	2,128.27
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1007-41785	14,498.22
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1008-41785	3,593.00
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1009-41785	2,622.63
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1010-41785	97.22
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1011-41785	11,303.67
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1012-41785	1,234.23
NM SELF INSURERS FUND	456	03/25/2022	WORKERS COMPENSATION PR...	101-1013-41785	115.98
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1014-41785	6,333.00
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	101-1016-41785	395.41
WARM SPRINGS RENT ALL	53674	03/25/2022	NARROW AISLE SCAFFOLD	101-1009-43465	26.04
BORMAN AUTOPLEX	8404	03/25/2022	FOCC3Z-2562901-HA COVER AS...	101-1009-47420	142.42
BORMAN AUTOPLEX	8404	03/25/2022	FOCC3Z-2562901-HA COVER AS...	101-1009-47420	142.42
BORMAN AUTOPLEX	8404	03/25/2022	FOBC3Z-25632A23-B PAD - SEAT...	101-1009-47420	124.04
BORMAN AUTOPLEX	8404	03/25/2022	FOBC3Z-25632A22-B PAD F350	101-1009-47420	199.09
BORMAN AUTOPLEX	8404	03/25/2022	FOBC3Z-2562900-HA COVER AS...	101-1009-47420	146.26
BORMAN AUTOPLEX	8404	03/25/2022	FOBC3Z-25632A23-B PAD - SEAT...	101-1009-47420	124.04
ALL COURT FABRICS, INC.	8904	03/25/2022	1000 - TIE WRAPS/BLACK/50LBS	101-1009-44607	105.00
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1001-43775	275.86
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1002-43775	183.84
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	231.65
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1004-43775	247.46

## Expense Approval Report

Payable Dates: 3/1/2022 - 3/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1006-43775	109.53
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	997.08
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	176.40
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1009-43775	144.81
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1010-43775	92.90
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1011-43775	69.52
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1012-43775	85.11
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	101-1014-43775	110.00
<b>Fund 101 - General Total:</b>					<b>290,273.40</b>
<b>Fund: 201 - Corrections</b>					
NM JUDICIAL EDUCATION CENT...	02282022	03/04/2022	PAY JUDICIAL FEES FY 21/22 OP...	201-1903-44805	63.00
ADMINISTRATIVE OFFICE OF	02282022	03/04/2022	PAY DWI & COURT AUTO FEES ...	201-1903-44805	126.00
SIERRA COUNTY TREASURER	03012022	03/17/2022	PRISONER CARE OPEN PO FY JU...	201-1903-48710	1,980.00
<b>Fund 201 - Corrections Total:</b>					<b>2,169.00</b>
<b>Fund: 209 - Fire</b>					
NEW MEXICO GAS COMPANY, I...	030322	03/04/2022	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	433.20
CITY UTILITIES	22822	03/04/2022	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	207.30
MEGAHERTZ COMPUTER CONS...	54345	03/10/2022	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
XEROX CORP.	015665658	03/25/2022	BASE CHARGE/METER USAGE O...	209-1603-43465	259.46
WINDSTREAM CORPORATION	32222	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	118.51
CITY UTILITIES	32422	03/25/2022	CITY UTILITIES CYCLE A&B/OPEN..	209-1603-43780	303.22
TESTON'S FREEWAY CHEVRON	4056	03/25/2022	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	92.95
LYNN'S LANDSCAPE	9741	03/25/2022	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	396.03
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	188.41
<b>Fund 209 - Fire Total:</b>					<b>2,053.33</b>
<b>Fund: 211 - Law Enforce Prot</b>					
AMAZON CAPITAL SERVICES, IN...	1D47-F3JF-6JWX	03/04/2022	32GB TWO PACK MEMORY CARD	211-2003-44607	9.98
AMAZON CAPITAL SERVICES, IN...	1D47-F3JF-6JWX	03/04/2022	MICRO CENTER 32GB FLASH M...	211-2003-44607	9.58
AMAZON CAPITAL SERVICES, IN...	1D47-F3JF-6JWX	03/04/2022	TRAIL SOLAR POWERED CAMERA	211-2003-44613	259.98
BANK OF AMERICA	02162022	03/08/2022	27 QUART STORAGE BOX	211-2003-44840	36.40
BANK OF AMERICA	02162022	03/08/2022	58QT STORAGE TOTE	211-2003-44840	34.90
BANK OF AMERICA	02162022	03/08/2022	105QT STORAGE TOTE	211-2003-44840	74.40
BANK OF AMERICA	02162022	03/08/2022	5 SHELF METAL STORAGE RACK	211-2003-44840	325.00
BANK OF AMERICA	217180	03/08/2022	CHEK WINDOW TINT METER	211-2003-44607	442.37
INTERNAL SERVICE FUND	132796	03/10/2022	INTERNAL SERVICE-02/01/22-02..	211-2003-47420	184.42
AMAZON CAPITAL SERVICES, IN...	1HD3-Y7F3-1NRX	03/10/2022	4-PACK GORILLA HEAVY DUTY S...	211-2003-44607	176.00
REED'S TIRE CENTER	10709	03/17/2022	245/55R18 BFGOODRICH CPJ	211-2003-47420	1,496.00
REED'S TIRE CENTER	10709	03/17/2022	LT265/70R17 10PLY IRONMAN ...	211-2003-47420	696.00
AMAZON CAPITAL SERVICES, IN...	1M9P-JT7T-15KF	03/25/2022	FIRST AID ONLY 6060	211-2003-44607	87.85
AMAZON CAPITAL SERVICES, IN...	1M9P-JT7T-15KF	03/25/2022	RAPID CARE FIRST AID OSHA C...	211-2003-44607	112.98
<b>Fund 211 - Law Enforce Prot Total:</b>					<b>3,945.86</b>
<b>Fund: 214 - Lodgers Tax</b>					
CHAMBER OF COMMERCE	.12822	03/04/2022	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	4,500.00
SUNNY 505	17119	03/04/2022	GRANT MANAGEMENT (NM TO...	214-2503-47597	750.00
SUNNY 505	17119	03/04/2022	ACCOUNT MANAGEMENT	214-2503-48599	500.00
VETERANS MEMORIAL TRUST B...	22822	03/04/2022	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	289.62
RUANNA WALDRUM	1128	03/17/2022	WEBSITE AND MULTI-MEDIA U...	214-2503-60596	412.10
FUN AND GAMES, INC.	1313	03/17/2022	STATEWIDE BROCHURE DISTRI...	214-2503-60596	1,000.00
LINDMARK OUTDOOR MEDIA	INV31376/INV31377	03/17/2022	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	824.92
<b>Fund 214 - Lodgers Tax Total:</b>					<b>8,276.64</b>
<b>Fund: 216 - Muni Street</b>					
SIERRA AUTO/CARQUEST	296136	03/04/2022	12G-12FX HYDRAULIC HOSE	216-4503-47420	37.80
SIERRA AUTO/CARQUEST	296136	03/04/2022	HYDRAULIC HOSE - BULK	216-4503-47420	20.47
SIERRA AUTO/CARQUEST	296136	03/04/2022	HYD HOSE CRIMPS	216-4503-47420	12.00
SIERRA AUTO/CARQUEST	296171	03/04/2022	ROPE/HANDLE	216-4503-47420	3.60
SIERRA AUTO/CARQUEST	296303	03/04/2022	REAR LIGHTS	216-4503-47420	29.97
GEO-TEST, INC.	96545	03/04/2022	ASPHALT/COMPACTION TESTI...	216-4503-48599	584.51
NM SELF INSURERS FUND	MUN ID 1890 VEHICLES	03/04/2022	ANNUAL VEHICLE LIAB INSURA...	216-4503-46733	470.65
INTERNAL SERVICE FUND	132796	03/10/2022	INTERNAL SERVICE-02/01/22-02..	216-4503-47420	675.42

## Expense Approval Report

Payable Dates: 3/1/2022 - 3/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHWEST CONSTRUCTION P...	92280	03/10/2022	NUT	216-4503-47420	4.40
SOUTHWEST CONSTRUCTION P...	92280	03/10/2022	BOLTS	216-4503-47420	0.68
SOUTHWEST CONSTRUCTION P...	92280	03/10/2022	NUT	216-4503-47420	23.94
SOUTHWEST CONSTRUCTION P...	92280	03/10/2022	SPACERS	216-4503-47420	29.96
SOUTHWEST CONSTRUCTION P...	92280	03/10/2022	SOCKET	216-4503-47420	278.94
SOUTHWEST CONSTRUCTION P...	92280	03/10/2022	PIN	216-4503-47420	0.18
SOUTHWEST CONSTRUCTION P...	92280	03/10/2022	PIN	216-4503-47420	39.75
AMAZON CAPITAL SERVICES, IN...	1DCD-61PH-176J	03/17/2022	PANTS	216-4503-42620	161.46
AMAZON CAPITAL SERVICES, IN...	1DCD-61PH-176J	03/17/2022	SHIRTS	216-4503-42620	131.82
B & H OIL CO.	52896	03/17/2022	RED DIESEL	216-4503-43316	2,039.45
BARTOO SAND & GRAVEL, INC.	M37555	03/17/2022	HOTMIX	216-4503-43550	8,246.00
BARTOO SAND & GRAVEL, INC.	m38201	03/17/2022	ASPHALT	216-4503-43550	16,717.68
BARTOO SAND & GRAVEL, INC.	m38201	03/17/2022	BASE COURSE	216-4503-43550	2,278.50
NM SELF INSURERS FUND	242	03/25/2022	ANNUAL GENERAL LIAB INSUR...	216-4503-46732	631.13
NM SELF INSURERS FUND	242 VEHICLES	03/25/2022	ANNUAL VEHICLE LIAB INSURA...	216-4503-46733	7,243.36
NM SELF INSURERS FUND	344	03/25/2022	ANNUAL PROPERTY LIAB INSUR...	216-4503-46731	1,223.17
TESTON'S FREEWAY CHEVRON	4095	03/25/2022	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	358.55
<b>Fund 216 - Muni Street Total:</b>					<b>41,243.39</b>

**Fund: 294 - State Library**

OCLC, INC.	1000193999	03/10/2022	INTERLIBRARY LOAN SERVICE FY..	294-5003-60834	201.66
CENTER POINT LARGE PRINT	1911712	03/10/2022	WESTERN SERIES LEVEL I (24)	294-5003-48830	524.88
CENTER POINT LARGE PRINT	1911712	03/10/2022	PLATINUM FICTION SERIES (24)	294-5003-48830	575.28
CENTER POINT LARGE PRINT	1911712	03/10/2022	PREMIUM MYSTERY SERIES (24)	294-5003-48830	546.48
CENTER POINT LARGE PRINT	1911712	03/10/2022	PLATINUM NON-FICTION SERIES..	294-5003-48830	575.28
CENTER POINT LARGE PRINT	1911712	03/10/2022	PLATINUM MYSTERY SERIES (24)	294-5003-48830	575.28
CENTER POINT LARGE PRINT	1911712	03/10/2022	PLATINUM SPOTLIGHT SERIES (...)	294-5003-48830	560.88
CENTER POINT LARGE PRINT	1911712	03/10/2022	PREMIER FICTION SERIES (24)	294-5003-48830	546.48
CENTER POINT LARGE PRINT	1911712	03/10/2022	STERLING MYSTERY SERIES (24)	294-5003-48830	560.88
THE LIBRARY CORPORATION	2022030019	03/10/2022	RENEW ENHANCED CONTENT S...	294-5003-60834	1,633.00
CENGAGE LEARNING, INC.	77359761	03/10/2022	THRILLER ADVENTURE AND SUS...	294-5003-48830	927.00
CENGAGE LEARNING, INC.	77359761	03/10/2022	MYSTERY 6	294-5003-48830	1,745.00
CENGAGE LEARNING, INC.	77359761	03/10/2022	FIVE STAR FRONTIER FICTION 2	294-5003-48830	468.00
CENGAGE LEARNING, INC.	77359761	03/10/2022	HISTORY FACT AND FICTION 2	294-5003-48830	612.00
CENGAGE LEARNING, INC.	77359761	03/10/2022	BESTSELLER VALUE PLAN 6	294-5003-48830	1,784.00
CENGAGE LEARNING, INC.	77359761	03/10/2022	SOFTCCOVER ROMANCE AND ...	294-5003-48830	711.00
CENGAGE LEARNING, INC.	77359761	03/10/2022	CLEAN READS 3	294-5003-48830	846.00
BLACKSTONE AUDIO, INC	IO9934488	03/10/2022	CD3 JULY 2022 - JUN 2023	294-5003-48830	1,800.00
BLACKSTONE AUDIO, INC	IO9934488	03/10/2022	CMP6 JULY 2022 - JUNE 2023	294-5003-48830	1,512.00
TDS	03012022	03/17/2022	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
XEROX CORP.	015665652/015783309	03/25/2022	METER USAGE - OPEN PO FY 20...	294-5003-43465	18.01
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	294-5003-43775	165.86
<b>Fund 294 - State Library Total:</b>					<b>16,988.92</b>

**Fund: 295 - Muni Pool**

NEW MEXICO GAS COMPANY, I...	030322	03/04/2022	GAS BILLS/SWIMMING POOL	295-4803-43780	8,119.57
CITY UTILITIES	22822	03/04/2022	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	992.71
TDS	22822	03/04/2022	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	28.80
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	28.80
XEROX CORP.	015665641	03/25/2022	BASE CHARGE /METER USAGE	295-4803-43465	31.46
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	295-4803-41785	2,636.00
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	295-4803-43775	28.37
<b>Fund 295 - Muni Pool Total:</b>					<b>12,465.71</b>

**Fund: 296 - PD GRT**

BANK OF AMERICA	INV22011429	03/08/2022	L-TRON NEXT GEN AREA-IMAGI...	296-2403-44613	2,805.19
<b>Fund 296 - PD GRT Total:</b>					<b>2,805.19</b>

**Fund: 303 - Vet Wall**

WINDSTREAM CORPORATION	32222	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	303-4703-43775	147.94
<b>Fund 303 - Vet Wall Total:</b>					<b>147.94</b>

## Expense Approval Report

Payable Dates: 3/1/2022 - 3/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 312 - R&amp;R Airport</b>					
GRAINGER, INC.	9204515101	03/04/2022	PRECISION LINE MARKING PAIN...	312-7014-44607	167.28
GRAINGER, INC.	9204515101	03/04/2022	STRIPING MACHINE	312-7014-44607	196.52
<b>Fund 312 - R&amp;R Airport Total:</b>					<b>363.80</b>
<b>Fund: 315 - CI Reserve</b>					
MPG SERVICES, LLC	3988	03/10/2022	A/C INSTALLED PARTS AND LAB...	315-8005-43403	9,346.41
<b>Fund 315 - CI Reserve Total:</b>					<b>9,346.41</b>
<b>Fund: 380 - OTHER STATE FUNDED PROJECTS</b>					
WILSON & COMPANY, INC. ENG...	103183	03/04/2022	ENGINEERING SERVICES DW-47...	380-7002-48598	8,175.86
<b>Fund 380 - OTHER STATE FUNDED PROJECTS Total:</b>					<b>8,175.86</b>
<b>Fund: 403 - Pledge State</b>					
NEW MEXICO FINANCE AUTHOR...	022822	03/04/2022	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR...	022822	03/04/2022	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR...	022822	03/04/2022	NMFA LOAN PYMT PPRF-4967	403-1203-12967	10,545.59
<b>Fund 403 - Pledge State Total:</b>					<b>18,834.93</b>
<b>Fund: 501 - Cemetary</b>					
CITY UTILITIES	32422	03/25/2022	CITY UTILITIES CYCLE A&B/OPEN...	501-1803-43780	239.42
<b>Fund 501 - Cemetary Total:</b>					<b>239.42</b>
<b>Fund: 502 - Util Office - Pool</b>					
CITY UTILITIES	22822	03/04/2022	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	413.80
PITNEY BOWES INC.	3315254082	03/04/2022	RENTAL OF EQUIP PITNEY BOW...	502-3601-43465	683.04
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	247.20
STAPLES CONTRACT & COMME...	8065347969	03/04/2022	POP UP NOTE DISPENSER	502-3601-44606	6.52
STAPLES CONTRACT & COMME...	8065347969	03/04/2022	COPY PAPER 5 REAMS PER CAR...	502-3601-44606	212.04
STAPLES CONTRACT & COMME...	8065347969	03/04/2022	PILOT PENS	502-3601-44606	9.70
STAPLES CONTRACT & COMME...	8065347969	03/04/2022	STANDARD STAPLES 2 BOXES	502-3601-44606	10.41
STAPLES CONTRACT & COMME...	8065347969	03/04/2022	CLOROX WIPES	502-3601-44606	28.86
STAPLES CONTRACT & COMME...	8065347969	03/04/2022	FOAMING GLASS CLEANER 6-PA...	502-3601-44606	12.50
STAPLES CONTRACT & COMME...	8065347969	03/04/2022	PENS	502-3601-44606	16.32
STAPLES CONTRACT & COMME...	8065347969	03/04/2022	AIR DUSTER	502-3601-44606	28.74
STAPLES CONTRACT & COMME...	8065347969	03/04/2022	FILE FOLDERS	502-3601-44606	14.65
STAPLES CONTRACT & COMME...	8065347969	03/04/2022	POST-IT NOTES 3X3	502-3601-44606	17.70
STAPLES CONTRACT & COMME...	8065347969	03/04/2022	STANDARD TISSUE	502-3601-44606	51.80
STAPLES CONTRACT & COMME...	8065347969	03/04/2022	SCISSORS 3 BOX	502-3601-44606	15.56
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	243.24
XEROX CORP.	015665657/5637/5638/5639	03/25/2022	OPEN PO XEROX CORP FISCAL 2...	502-3601-43465	458.03
NM SELF INSURERS FUND	242	03/25/2022	ANNUAL GENERAL LIAB INSUR...	502-3601-46732	623.40
NM SELF INSURERS FUND	242 VEHICLES	03/25/2022	ANNUAL VEHICLE LIAB INSURA...	502-3601-46733	1,552.15
NM SELF INSURERS FUND	344	03/25/2022	ANNUAL PROPERTY LIAB INSUR...	502-3601-46731	586.57
TESTON'S FREEWAY CHEVRON	4094	03/25/2022	GAS/OIL FISCAL YEAR 21/22 UIT...	502-3601-43316	277.14
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	502-3601-41785	414.09
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	502-3601-43775	189.19
<b>Fund 502 - Util Office - Pool Total:</b>					<b>6,112.65</b>
<b>Fund: 503 - Electric</b>					
TRIPLE H SOLAR, LLC	0287	03/04/2022	ENGINEERING SERVICES- OPEN ...	503-3702-48598	3,990.00
NEW MEXICO GAS COMPANY, I...	030322	03/04/2022	GAS BILLS/ELECTRIC	503-3702-43780	121.91
ALTEC INDUSTRIES, INC	11850748	03/04/2022	SHIPPING	503-3702-44613	153.72
ALTEC INDUSTRIES, INC	11850748	03/04/2022	MILWAUKEE 48-22-4224 24" B...	503-3702-44613	451.35
ALTEC INDUSTRIES, INC	11850748	03/04/2022	MILWAUKEE 2978-220 M18 6 T...	503-3702-44613	1,857.50
TDS	22822	03/04/2022	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
CITY UTILITIES	22822	03/04/2022	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,989.02
PATTILLO BROWN & HILL, LLP	445683	03/04/2022	ANNUAL AUDIT FY 20-21 ELEC ...	503-3702-48596	8,630.00
SILVERSKY, INC.	451018-SI	03/04/2022	EMAIL SERVICE OPEN PO FY21/...	503-3702-43815	188.53
INTEGRATED TECHNOLOGIES G...	7340	03/04/2022	IT SERVICES JANUARY 1 THROU...	503-3702-48598	984.85
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	332.57
NM SELF INSURERS FUND	MUN ID 1890 VEHICLES	03/04/2022	ANNUAL VEHICLE LIAB INSURA...	503-3702-46733	1,226.03
SSA SOLAR OF NM 4, LLC	NM-14-015A-202202-1	03/04/2022	POWER SERVICES- OPEN PO FY ...	503-3702-50795	23,361.53
BANK OF AMERICA	02022022	03/08/2022	STEEL TOE BOOTS- JOSH BREUER	503-3702-44615	99.99



## Expense Approval Report

Payable Dates: 3/1/2022 - 3/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA ELECTRIC CO-OP, INC.	0302022/303072022	03/10/2022	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	571.32
SIERRA ELECTRIC CO-OP, INC.	0302022/303072022	03/10/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	203,731.84
AMERICAN PUBLIC POWER ASS...	03022022	03/10/2022	ANNUAL APPA DUES	503-3702-43770	3,847.73
INTERNAL SERVICE FUND	132796	03/10/2022	INTERNAL SERVICE-02/01/22-02...	503-3702-47420	497.33
T & R ELECTRIC SUPPLY CO., INC	166620	03/10/2022	POLE MOUNT 25KVA	503-3702-44607	15,820.00
VILLAGE HARDWARE	306446/1	03/10/2022	11231201613 AIR FILTER	503-3702-44613	3.49
VILLAGE HARDWARE	306446/1	03/10/2022	LABOR	503-3702-44613	69.00
VILLAGE HARDWARE	306446/1	03/10/2022	MS250 CHAIN SAW 18" B&C	503-3702-44613	379.99
WESTERN UNITED ELECTRIC	6050529/6051940/6054505	03/10/2022	APPLIED CREDIT	503-3702-44607	-975.39
WESTERN UNITED ELECTRIC	6050529/6051940/6054505	03/10/2022	0201THHNBK 2 AWG COPPER...	503-3702-44607	705.00
WESTERN UNITED ELECTRIC	6050529/6051940/6054505	03/10/2022	7790B-SSS PHOTOCELL	503-3702-44607	610.00
WESTERN UNITED ELECTRIC	6050529/6051940/6054505	03/10/2022	R3CA-LB-3FMP TERMINATOR B...	503-3702-44607	755.54
WESTERN UNITED ELECTRIC	6050529/6051940/6054505	03/10/2022	160DRG INSUATING CAP	503-3702-44607	437.80
WESTERN UNITED ELECTRIC	6050529/6051940/6054505	03/10/2022	DG-4545 2/0 DEADEND GRIP	503-3702-44607	189.00
WESTERN UNITED ELECTRIC	6050529/6051940/6054505	03/10/2022	J230Z PIN XARM NYLON THREAD	503-3702-44607	145.75
WESTERN UNITED ELECTRIC	6054504	03/10/2022	J7656 STAPLE SQUARE SHAFT	503-3702-44607	140.00
WESTERN AREA POWER ADMIN	JJPB1798A0222	03/10/2022	BASE DEMAND & BASE ENERGY...	503-3702-50795	43,514.79
IRBY SUPPLY CO.	S012834685.001	03/10/2022	ARIA 10036646 FR POLARTEC N...	503-3702-44615	336.00
IRBY SUPPLY CO.	S012841692.002/S001	03/10/2022	BUCK 4500YM2 AERIAL BUCKET...	503-3702-44607	190.40
IRBY SUPPLY CO.	S012841692.002/S001	03/10/2022	PWTR S-1 HOT STICK CLEANER	503-3702-44607	24.84
MARTO ENERGY	031622-1	03/17/2022	SWITCH BUILD & INSTALLATION...	503-3702-47415	15,106.00
TRI-STATE GENERATION & TRA...	303463	03/17/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	35,524.91
CITY UTILITIES	31422	03/17/2022	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	30.54
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	332.57
ALTEC INDUSTRIES, INC	50930205	03/17/2022	REPLACE DAMAGED POLE GUID...	503-3702-47420	274.40
WESTERN UNITED ELECTRIC	6054899	03/17/2022	25 KVA POLE MOUNT TRANSFO...	503-3702-44607	19,710.00
INTEGRATED TECHNOLOGIES G...	7353	03/17/2022	IT SERVICES JANUARY 1 THROU...	503-3702-48598	984.85
LANDIS+GYR TECHNOLOGY, INC	90354396	03/17/2022	SaaS MONTHLY FLAT FEE	503-3702-43770	950.00
GRAINGER, INC.	9233735761	03/17/2022	32FH85 ENCLOSER, METALILIC ...	503-3702-44607	792.48
VERIZON WIRELESS	9900972955	03/17/2022	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	50.17
XEROX CORP.	015783311/015665655	03/25/2022	BASE CHARGE & METER USAGE...	503-3702-43465	132.86
ZIA ELECTRICAL PRODUCTS	18327	03/25/2022	MULTI SOCKET W/BREAKER	503-3702-44607	150.00
ZIA ELECTRICAL PRODUCTS	18327	03/25/2022	COMMERCIAL BUILDING CT ME...	503-3702-44607	250.00
NM SELF INSURERS FUND	242	03/25/2022	ANNUAL GENERAL LIAB INSUR...	503-3702-46732	6,389.02
NM SELF INSURERS FUND	242 VEHICLES	03/25/2022	ANNUAL VEHICLE LIAB INSURA...	503-3702-46733	6,208.60
CITY UTILITIES	32422	03/25/2022	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	117.17
UTILITY TRANSFORMER BROKE...	3403	03/25/2022	75kVA CONVENTINAL POLE M...	503-3702-44607	3,612.00
NM SELF INSURERS FUND	344	03/25/2022	ANNUAL PROPERTY LIAB INSUR...	503-3702-46731	9,600.73
TESTON'S FREEWAY CHEVRON	4097	03/25/2022	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	1,401.34
ZIA UTILITY SERVICES, LLC	4468	03/25/2022	SLEEVE TESTING	503-3702-44615	120.00
ZIA UTILITY SERVICES, LLC	4468	03/25/2022	GLOVE TESTING	503-3702-44615	225.00
ZIA UTILITY SERVICES, LLC	4468	03/25/2022	CLASS 00 GLOVES- SZ. 11	503-3702-44615	80.00
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	503-3702-41785	9,112.00
WESTERN UNITED ELECTRIC	6055303	03/25/2022	BOLT ANCHOR GR.55	503-3702-44607	360.64
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	191.42

Fund 503 - Electric Total: 429,688.13

## Fund: 504 - Water

PETE'S EQUIPMENT, INC.	0032009	03/04/2022	VACTOR TRUCK HOSE UPGRADE	504-3803-47420	1,292.81
NEW MEXICO GAS COMPANY, I...	030322	03/04/2022	GAS BILLS/WATER	504-3803-43780	265.63
CITY UTILITIES	22822	03/04/2022	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	8,536.87
TDS	22822	03/04/2022	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
PATTILLO BROWN & HILL, LLP	445683	03/04/2022	ANNUAL AUDIT FY 20-21 WATE...	504-3803-48596	8,630.00
SILVERSKY, INC.	451018-SI	03/04/2022	EMAIL SERVICE OPEN PO FY21/...	504-3803-43815	188.52
INTEGRATED TECHNOLOGIES G...	7340	03/04/2022	IT SERVICES JANUARY 1 THROU...	504-3803-48598	984.85
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	105.60
NM SELF INSURERS FUND	MUN ID 1890 VEHICLES	03/04/2022	ANNUAL VEHICLE LIAB INSURA...	504-3803-46733	1,645.46
BANK OF AMERICA	319401	03/08/2022	EZEKIEL ALVAREZ 6 WORK SHIR...	504-3803-42620	100.94
BANK OF AMERICA	319401	03/08/2022	EZEKIEL ALVAREZ 6 WORK PAN...	504-3803-42620	239.94
BANK OF AMERICA	319401	03/08/2022	EZEKIEL ALVAREZ WORK JACKET	504-3803-42620	19.99
BANK OF AMERICA	319424	03/08/2022	JESSE COLE 6 WORKS PANTS	504-3803-42620	194.94

## Expense Approval Report

Payable Dates: 3/1/2022 - 3/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TAXATION AND REVENUE	02282022	03/10/2022	WATER CONSERVATION FEE FY ...	504-3803-43797	909.05
GRAINGER, INC.	9216149675/9216743956	03/10/2022	ALUMINUM OXIDE STRAIGHT ...	504-3803-44607	219.88
GRAINGER, INC.	9216149675/9216743956	03/10/2022	MILWAUKEE ABRASIVE CUT OFF...	504-3803-44613	748.41
GRAINGER, INC.	9216149675/9216743956	03/10/2022	MILWAUKEE BATTERY 12 AH LI...	504-3803-44613	553.28
DPC INDUSTRIES, INC.	DE74000095-22	03/10/2022	DEMURRAGE	504-3803-43465	60.00
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	105.60
B & H OIL CO.	52894	03/17/2022	DIESEL FOR TRANSFER TANK A...	504-3803-43316	178.07
INTEGRATED TECHNOLOGIES G...	7353	03/17/2022	IT SERVICES JANUARY 1 THROU...	504-3803-48598	984.85
DPC INDUSTRIES, INC.	747000473-22	03/17/2022	CHLORINE CYLINDERS	504-3803-44607	1,287.90
NM STATE LAND OFFICE	236754	03/21/2022	STATE LAND LEASE RENTAL	504-3803-43770	2,179.07
XEROX CORP.	015665649	03/25/2022	BASE COURSE CHARGE METERE...	504-3803-43465	176.74
NM SELF INSURERS FUND	242	03/25/2022	ANNUAL GENERAL LIAB INSUR...	504-3803-46732	6,389.02
NM SELF INSURERS FUND	242 VEHICLES	03/25/2022	ANNUAL VEHICLE LIAB INSURA...	504-3803-46733	5,173.83
CITY UTILITIES	32422	03/25/2022	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	641.10
NM SELF INSURERS FUND	344	03/25/2022	ANNUAL PROPERTY LIAB INSUR...	504-3803-46731	9,600.73
TESTON'S FREEWAY CHEVRON	4092	03/25/2022	DIESEL FUEL	504-3803-43316	727.89
TESTON'S FREEWAY CHEVRON	4092	03/25/2022	UNLEADED FUEL	504-3803-43316	296.47
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	504-3803-41785	5,664.68
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	504-3803-43775	69.52
<b>Fund 504 - Water Total:</b>					<b>58,771.64</b>

## Fund: 505 - Solid Waste

NEW MEXICO GAS COMPANY, I...	030322	03/04/2022	GAS BILLS/RECYCLE CENTER	505-3904-43780	287.94
TDS	22822	03/04/2022	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
CITY UTILITIES	22822	03/04/2022	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	557.36
SIERRA AUTO/CARQUEST	295674	03/04/2022	"O" RINGS FOR PRESSURE WAS...	505-3904-44607	8.00
SIERRA AUTO/CARQUEST	295797	03/04/2022	16 G 16FJX HYD HOSE FITTING	505-3904-47420	110.07
SIERRA AUTO/CARQUEST	295797	03/04/2022	HYD HOSE CRIMPS	505-3904-47420	56.00
SIERRA AUTO/CARQUEST	295797	03/04/2022	HYDRAULIC HOSE BULK	505-3904-47420	74.76
SIERRA AUTO/CARQUEST	295797	03/04/2022	SYDR HYD FITTING	505-3904-47420	69.93
SIERRA AUTO/CARQUEST	295797	03/04/2022	12G 12 FJX HYD FITTING	505-3904-47420	68.28
SIERRA AUTO/CARQUEST	295797	03/04/2022	HYDRAULIC HOSE BULK	505-3904-47420	93.74
SIERRA AUTO/CARQUEST	295844	03/04/2022	REPLACE SAFETY PIN ON UNIT ...	505-3904-44607	6.76
SIERRA AUTO/CARQUEST	296047	03/04/2022	FUEL/WATER SEPARATOR/FREI...	505-3904-47420	83.57
SIERRA AUTO/CARQUEST	296047	03/04/2022	FUEL SPIN-ON FILTER	505-3904-47420	78.18
SIERRA AUTO/CARQUEST	296138	03/04/2022	BOLT	505-3904-47420	24.69
PATTILLO BROWN & HILL, LLP	445683	03/04/2022	ANNUAL AUDIT FY 20-21 SOLID...	505-3904-48596	8,630.00
SILVERSKY, INC.	451018-SI	03/04/2022	EMAIL SERVICE OPEN PO FY21/...	505-3904-43815	188.52
INTEGRATED TECHNOLOGIES G...	7340	03/04/2022	IT SERVICES JANUARY 1 THROU...	505-3904-48598	984.85
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	458.05
CITY OF LAS CRUCES	85407	03/04/2022	SCSWA OPEN PO FY2021-2022	505-3904-45601	39,195.78
NM SELF INSURERS FUND	MUN ID 1890 VEHICLES	03/04/2022	ANNUAL VEHICLE LIAB INSURA...	505-3904-46733	631.97
RELADYNE CONSERVANCY OIL ...	0053922-IN	03/10/2022	CAS PYROPLEX BLUE#2 GREASE	505-3904-44606	166.60
RELADYNE CONSERVANCY OIL ...	0053922-IN	03/10/2022	DELIVERY FEE	505-3904-44606	13.02
M & M INDUSTRIES, INC	131726	03/10/2022	REPAIR LEAK AT PUMP, PARTS, ...	505-3904-47420	4,963.41
INTERNAL SERVICE FUND	132796	03/10/2022	INTERNAL SERVICE-02/01/22-02...	505-3904-47420	906.77
AMAZON CAPITAL SERVICES, IN...	1HPG-XH7G-17T3	03/10/2022	VGO 3PAIR SYN LEAT.WORK GL...	505-3904-44615	50.50
AMAZON CAPITAL SERVICES, IN...	1HPG-XH7G-17T3	03/10/2022	SESAFETY SAFETY VEST W/9PO...	505-3904-44615	59.96
AMAZON CAPITAL SERVICES, IN...	1HPG-XH7G-17T3	03/10/2022	SESAFETY SAFETY VEST L	505-3904-44615	69.20
AMAZON CAPITAL SERVICES, IN...	1HPG-XH7G-17T3	03/10/2022	SESAFETY SAFETY VEST 2XL	505-3904-44615	14.99
AMAZON CAPITAL SERVICES, IN...	1HPG-XH7G-17T3	03/10/2022	SESAFETY SAFETY VEST M	505-3904-44615	33.56
AMAZON CAPITAL SERVICES, IN...	1HPG-XH7G-17T3	03/10/2022	SESAFETY SAFETY VEST XL	505-3904-44615	36.36
AMAZON CAPITAL SERVICES, IN...	1HPG-XH7G-17T3	03/10/2022	VGO 3PAIR SYN LEAT.WORK GL...	505-3904-44615	50.50
AMAZON CAPITAL SERVICES, IN...	1HPG-XH7G-17T3	03/10/2022	VGO 3PAIR SYN LEAT.WORK GL...	505-3904-44615	50.50
AMAZON CAPITAL SERVICES, IN...	1HPG-XH7G-17T3	03/10/2022	VGO 3PAIR SYN LEAT.WORK GL...	505-3904-44615	50.50
AUTOZONE STORES, LLC	2529997191	03/10/2022	SUMMER WINDSHIELD WASHER ...	505-3904-44607	89.04
AMAZON CAPITAL SERVICES, IN...	1G7F-GVT6-DKKK	03/17/2022	MR. PEN-PENCILS W/SHARPEN...	505-3904-44606	7.25
AMAZON CAPITAL SERVICES, IN...	1G7F-GVT6-DKKK	03/17/2022	3" ALPHABET LETTER STENCILS ...	505-3904-44606	9.99
AMAZON CAPITAL SERVICES, IN...	1G7F-GVT6-DKKK	03/17/2022	MEFFORT INC. MOUSE PAD	505-3904-44606	10.95
AMAZON CAPITAL SERVICES, IN...	1G7F-GVT6-DKKK	03/17/2022	ELECTRIC PENCIL SHARPENER HD	505-3904-44606	17.99
AMAZON CAPITAL SERVICES, IN...	1G7F-GVT6-DKKK	03/17/2022	HP PRINTER PAPER 8.5 X 14 MU...	505-3904-44606	25.05

## Expense Approval Report

Payable Dates: 3/1/2022 - 3/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, IN...	1G7F-GVT6-DKKK	03/17/2022	PENDAFLEX FILE FOLDERS, LETT...	505-3904-44606	26.10
AMAZON CAPITAL SERVICES, IN...	1G7F-GVT6-DKKK	03/17/2022	BROTHER P-TOUCH LABEL MAK...	505-3904-44606	59.98
CITY UTILITIES	31422	03/17/2022	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	20,340.96
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	458.04
INTEGRATED TECHNOLOGIES G...	7353	03/17/2022	IT SERVICES JANUARY 1 THROU...	505-3904-48598	984.85
WEX BANK	3012022	03/21/2022	WEX DIESEL & GASOLINE OPEN ...	505-3904-43316	4,409.69
XEROX CORP.	015665640/015783308	03/25/2022	METER USAGE & BASE CHARGE...	505-3904-43465	155.47
4 RIVERS EQUIPMENT	1242278	03/25/2022	WINDOW WEATHERSTRIPS	505-3904-47420	417.58
NM SELF INSURERS FUND	242	03/25/2022	ANNUAL GENERAL LIAB INSUR...	505-3904-46732	6,389.02
NM SELF INSURERS FUND	242 VEHICLES	03/25/2022	ANNUAL VEHICLE LIAB INSURA...	505-3904-46733	8,278.13
NM SELF INSURERS FUND	344	03/25/2022	ANNUAL PROPERTY LIAB INSUR...	505-3904-46731	9,600.73
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	505-3904-41785	12,800.37
B & H OIL CO.	53229	03/25/2022	HYDROLIC 46 1/55GAL DRUM 46	505-3904-44607	476.85
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	505-3904-43775	164.76
<b>Fund 505 - Solid Waste Total:</b>					<b>123,397.12</b>

## Fund: 506 - WWTP

PETE'S EQUIPMENT, INC.	0032010	03/04/2022	VECTOR TRUCK HOSE UPGRADE	506-4005-47420	1,292.81
NEW MEXICO GAS COMPANY, I...	030322	03/04/2022	GAS BILLS/VACUUM STATION	506-4005-43780	28.52
HALL ENVIRONMENTAL ANALYS...	2202555/2202840	03/04/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	48.51
HALL ENVIRONMENTAL ANALYS...	2202555/2202840	03/04/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	140.00
HALL ENVIRONMENTAL ANALYS...	2202555/2202840	03/04/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	360.00
HALL ENVIRONMENTAL ANALYS...	2202555/2202840	03/04/2022	SM5210B BOD (M5210B)	506-4005-48598	116.00
TDS	22822	03/04/2022	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
CITY UTILITIES	22822	03/04/2022	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	224.91
PATTILLO BROWN & HILL, LLP	445683	03/04/2022	ANNUAL AUDIT FY 20-21 WASTE...	506-4005-48596	8,630.00
SILVERSKY, INC.	451018-SI	03/04/2022	EMAIL SERVICE OPEN PO FY21/...	506-4005-43815	188.52
PINNACLE PROPANE	54570877	03/04/2022	PROPANE-WWTP-OPEN PO FOR...	506-4005-43780	188.24
INTEGRATED TECHNOLOGIES G...	7340	03/04/2022	IT SERVICES JANUARY 1 THROU...	506-4005-48598	984.85
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	246.86
STEVE BELL CONSTRUCTION	C18140	03/04/2022	BASE COURSE	506-4005-47415	432.00
NM SELF INSURERS FUND	MUN ID 1890 INLAND MARINE	03/04/2022	ANNUAL PROPERTY LIAB INSUR...	506-4005-46731	215.67
BANK OF AMERICA	151237	03/08/2022	TIMOTHY HANNA 6 WORK PAN...	506-4005-42620	177.94
BANK OF AMERICA	151237	03/08/2022	TIMOTHY HANNA 6 WORK SHIR...	506-4005-42620	146.94
BANK OF AMERICA	151237	03/08/2022	TIMOTHY HANNA WORK JACKET	506-4005-42620	69.99
BANK OF AMERICA	151237	03/08/2022	TIMOTHY HANNA WORK BOOTS	506-4005-44615	159.99
VILLAGE OF WILLIAMSBURG	02282022	03/10/2022	SEWER RECEIPTS FY 21/22 OPEN...	506-4005-48798	2,995.52
CHERRILL'S WESTERN APPAREL	084291	03/10/2022	PATRICK LOVEALL 6 WORK SHIR...	506-4005-42620	200.00
CHERRILL'S WESTERN APPAREL	084291	03/10/2022	PATRICK LOVEALL 6 WORK PAN...	506-4005-42620	300.00
CHERRILL'S WESTERN APPAREL	084291	03/10/2022	PATRICK LOVEALL WORK BOOTS	506-4005-44615	220.00
INTERNAL SERVICE FUND	132796	03/10/2022	INTERNAL SERVICE-02/01/22-02...	506-4005-47420	92.81
SUN VALLEY, INC.	162270/162400/162491	03/10/2022	UNSTOCKED FIELD SUPPLIES W...	506-4005-44607	182.96
HALL ENVIRONMENTAL ANALYS...	2109151/2110025	03/10/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	38.67
HALL ENVIRONMENTAL ANALYS...	2109151/2110025	03/10/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2109151/2110025	03/10/2022	SM5210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2109151/2110025	03/10/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	270.00
HALL ENVIRONMENTAL ANALYS...	2114960	03/10/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	18.98
HALL ENVIRONMENTAL ANALYS...	2111960	03/10/2022	SM5210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2111960	03/10/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	35.00
HALL ENVIRONMENTAL ANALYS...	2111960	03/10/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	90.00
GRAINGER, INC.	9226375617/9226375625	03/10/2022	3M WIRE MARKER DISPENSER ...	506-4005-44607	67.72
GRAINGER, INC.	9226375617/9226375625	03/10/2022	SOUTHWIRE MACINE TOOL WI...	506-4005-44607	104.64
GRAINGER, INC.	9226375617/9226375625	03/10/2022	SOUTHWIRE MACHINE TOOL W...	506-4005-44607	104.64
GRAINGER, INC.	9226375617/9226375625	03/10/2022	SOUTHWIRE MACHINE TOOL W...	506-4005-44607	104.64
GRAINGER, INC.	9226375617/9226375625	03/10/2022	WESTWARD SOFT FISH TAPE ST...	506-4005-44607	39.79
GRAINGER, INC.	9226375617/9226375625	03/10/2022	PALADIN WIRE STRIPPER 0.25...	506-4005-44607	31.06
HALL ENVIRONMENTAL ANALYS...	2202B98/2203184	03/17/2022	SM5210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2202B98/2203184	03/17/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	270.00
HALL ENVIRONMENTAL ANALYS...	2202B98/2203184	03/17/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2202B98/2203184	03/17/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	38.67
BULLOCKS, INC.	2627	03/17/2022	2 CASES OF ZIP LOCK BAGS GAL...	506-4005-44607	106.72

## Expense Approval Report

Payable Dates: 3/1/2022 - 3/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	246.86
B & H OIL CO.	52894	03/17/2022	DIESEL FOR TRANSFER TANK HE...	506-4005-43316	153.62
INTEGRATED TECHNOLOGIES G...	7353	03/17/2022	IT SERVICES JANUARY 1 THROU...	506-4005-48598	984.85
COVE ENVIRONMENTAL, LLC	111-1-22	03/25/2022	QUARTERLY WET TEST	506-4005-48598	1,800.00
HALL ENVIRONMENTAL ANALYS...	2203252/2202894	03/25/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2203252/2202894	03/25/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	37.96
HALL ENVIRONMENTAL ANALYS...	2203252/2202894	03/25/2022	SM5210B BOD (M5210B)	506-4005-48598	232.00
HALL ENVIRONMENTAL ANALYS...	2203252/2202894	03/25/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	180.00
HALL ENVIRONMENTAL ANALYS...	2203553	03/25/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	19.69
HALL ENVIRONMENTAL ANALYS...	2203553	03/25/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	180.00
HALL ENVIRONMENTAL ANALYS...	2203553	03/25/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2203619	03/25/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	90.00
HALL ENVIRONMENTAL ANALYS...	2203619	03/25/2022	SM5210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2203619	03/25/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	18.98
HALL ENVIRONMENTAL ANALYS...	2203619	03/25/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	35.00
NM SELF INSURERS FUND	242	03/25/2022	ANNUAL GENERAL LIAB INSUR...	506-4005-46732	6,389.02
NM SELF INSURERS FUND	242 VEHICLES	03/25/2022	ANNUAL VEHICLE LIAB INSURA...	506-4005-46733	5,173.83
CITY UTILITIES	32422	03/25/2022	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	703.89
NM SELF INSURERS FUND	344	03/25/2022	ANNUAL PROPERTY LIAB INSUR...	506-4005-46731	9,600.73
TESTON'S FREEWAY CHEVRON	4093	03/25/2022	UNLEADED FUEL	506-4005-43316	672.40
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	506-4005-41785	9,187.76
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	506-4005-43775	364.27
<b>Fund 506 - WWTP Total:</b>					<b>56,448.43</b>

## Fund: 508 - Golf Course

TDS	22822	03/04/2022	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
SIERRA AUTO/CARQUEST	295769	03/04/2022	OPEN P.O. FEBUARY 2022	508-4303-44607	437.84
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	112.80
AUSTIN TURF & TRACTOR, INC.	137044	03/10/2022	HYDRAULIC MOTOR	508-4303-44607	728.37
SUN VALLEY, INC.	162357/6	03/10/2022	OPEN P.O. FOR FEBUARY2022	508-4303-44607	341.83
SIMPSON NORTON CORPORATI...	1606139-00	03/17/2022	IGNITION SWITCH	508-4303-47420	68.17
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	112.80
XEROX CORP.	015783312	03/25/2022	BASE CHARGES METER USAGE F...	508-4303-43465	163.82
HELENA CHEMICALS	14146839	03/25/2022	SLOW RELEASE FERTILIZER	508-4303-44607	1,200.00
HELENA CHEMICALS	14146839	03/25/2022	ARISTOCRACY WETTING AGENT	508-4303-44607	720.00
CITY UTILITIES	32422	03/25/2022	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	1,033.11
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	508-4303-41785	2,484.00
CHAPARRAL SAND & GRAVEL, L...	75479	03/25/2022	#2 SAND FOR GREENS	508-4303-44607	925.59
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	508-4303-43775	80.16
R & R PRODUCTS INC.	CD2648140	03/25/2022	SMOOTH ROLLER	508-4303-44607	141.49
<b>Fund 508 - Golf Course Total:</b>					<b>9,149.98</b>

## Fund: 509 - Muni Airport

TECH 45 ENTERPRISES	22-002	03/04/2022	CONTRACTED MANAGEMENT ...	509-4403-48598	3,797.00
NM RETIREE HEALTH CARE	765700	03/04/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	32.41
GRAINGER, INC.	9204515101	03/04/2022	AAA BATTERY	509-4403-44606	11.52
GRAINGER, INC.	9204515101	03/04/2022	LABEL ROLL CARTRIDGE 1/2 IN X...	509-4403-44606	44.88
GRAINGER, INC.	9204515101	03/04/2022	PORTABLE LABEL PRINTER	509-4403-44606	71.63
GRAINGER, INC.	9204515101	03/04/2022	KEY CABINET DIGITAL LOCK BOX..	509-4403-44606	267.07
BANK OF AMERICA	100072416	03/08/2022	DISCOUNT	509-4403-44613	-123.99
BANK OF AMERICA	100072416	03/08/2022	64GB MICROSD CLASS 10 MEM...	509-4403-44613	59.98
BANK OF AMERICA	100072416	03/08/2022	XS7 PRO - HD WIFI SOLAR POW...	509-4403-44613	479.98
BANK OF AMERICA	100072416	03/08/2022	EXTERNAL SOLAR PANEL MOU...	509-4403-44613	79.98
BANK OF AMERICA	WP27548608	03/08/2022	HUSKY BLACK HEAVY DUTY 5-TI...	509-4403-44613	718.00
BANK OF AMERICA	WP27548608	03/08/2022	TAX/FREIGHT/SHIPPING COST	509-4403-44613	154.46
BANK OF AMERICA	WP27548608	03/08/2022	MILWAUKEE YARD TOOL KIT	509-4403-44613	1,115.00
SIERRA ELECTRIC CO-OP, INC.	..2154	03/10/2022	OPEN PO FY21/22 SIERRA ELEC...	509-4403-43780	1,046.74
4 RIVERS EQUIPMENT	1235066	03/10/2022	CABIN AIR HEATER & AC FILTER	509-4403-47420	155.63
4 RIVERS EQUIPMENT	1235066	03/10/2022	OUTER AIR FILTER	509-4403-47420	75.23
4 RIVERS EQUIPMENT	1235066	03/10/2022	HYDRAULIC FILTER	509-4403-47420	75.21
4 RIVERS EQUIPMENT	1235066	03/10/2022	HEATER FILTER	509-4403-47420	75.07
4 RIVERS EQUIPMENT	1235066	03/10/2022	INNER AIR FILTER	509-4403-47420	62.35



## Expense Approval Report

Payable Dates: 3/1/2022 - 3/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
4 RIVERS EQUIPMENT	1235066	03/10/2022	DIESEL FUEL CAP	509-4403-47420	22.12
4 RIVERS EQUIPMENT	1235066	03/10/2022	HYDRAULIC FILTER	509-4403-47420	19.41
4 RIVERS EQUIPMENT	1235066	03/10/2022	OIL FILTER	509-4403-47420	23.02
4 RIVERS EQUIPMENT	1235066	03/10/2022	FUEL FILTER	509-4403-47420	41.04
AMAZON CAPITAL SERVICES, IN...	1F6C-WXF9-31RY	03/10/2022	TURTLE WAX POWER OUT	509-4403-44606	43.53
AMAZON CAPITAL SERVICES, IN...	1F6C-WXF9-31RY	03/10/2022	ARMOR ALL DISINFECTANT WIP...	509-4403-44606	26.49
AMAZON CAPITAL SERVICES, IN...	1F6C-WXF9-31RY	03/10/2022	NOCO BOOST STARTER BOOSTE...	509-4403-44613	378.14
AMAZON CAPITAL SERVICES, IN...	1F6C-WXF9-31RY	03/10/2022	MILWAUKEE CORDLESS COMBO...	509-4403-44613	629.99
NM RETIREE HEALTH CARE	409409	03/17/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	32.41
XEROX CORP.	015783313	03/25/2022	XEROX PRINTER OPEN PO FY 21...	509-4403-43465	40.63
NM SELF INSURERS FUND	242	03/25/2022	ANNUAL GENERAL LIAB INSUR...	509-4403-46732	1,147.06
NM SELF INSURERS FUND	242 VEHICLES	03/25/2022	ANNUAL VEHICLE LIAB INSURA...	509-4403-46733	1,552.15
WINDSTREAM CORPORATION	32222	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	341.92
NM SELF INSURERS FUND	344	03/25/2022	ANNUAL PROPERTY LIAB INSUR...	509-4403-46731	4,985.83
TESTON'S FREEWAY CHEVRON	4091	03/25/2022	OPEN PO FY 21-22 TESTONS FR...	509-4403-43316	94.87
NM SELF INSURERS FUND	456	03/25/2022	WORKER'S COMPENSATON PR...	509-4403-41785	1,434.65
VERIZON WIRELESS	9901890214	03/25/2022	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	107.00
				<b>Fund 509 - Muni Airport Total:</b>	<b>19,118.41</b>

## Fund: 600 - Internal Serv

SIERRA AUTO/CARQUEST	295697	03/04/2022	MASTER DISCONNECT SWITCH	600-7003-44607	42.63
SIERRA AUTO/CARQUEST	295697	03/04/2022	8 GUAGE BLACK WIRE ROLL	600-7003-44607	8.35
SIERRA AUTO/CARQUEST	295794	03/04/2022	OIL FILTER LD	600-7003-44607	8.26
SIERRA AUTO/CARQUEST	295794	03/04/2022	AIR FILTER	600-7003-44607	9.98
SIERRA AUTO/CARQUEST	295795	03/04/2022	LATEX GLOVES	600-7003-44607	111.96
SIERRA AUTO/CARQUEST	295796	03/04/2022	OIL FILTER - HD	600-7003-44607	31.98
SIERRA AUTO/CARQUEST	295796	03/04/2022	AIR FILTER	600-7003-44607	45.04
SIERRA AUTO/CARQUEST	295796	03/04/2022	FUEL FILTER	600-7003-44607	181.92
SIERRA AUTO/CARQUEST	296045	03/04/2022	LOCK NUT 1-8	600-7003-44607	4.17
SIERRA AUTO/CARQUEST	296045	03/04/2022	BOLT GR8 1-8X6	600-7003-44607	15.99
SIERRA AUTO/CARQUEST	296046	03/04/2022	ONE MINUTE GASKET	600-7003-44607	14.50
SIERRA AUTO/CARQUEST	296137	03/04/2022	1/8 10 7018 WELDING ROD	600-7003-44607	28.73
SIERRA AUTO/CARQUEST	296137	03/04/2022	CUT WHEEL	600-7003-44607	28.49
SIERRA AUTO/CARQUEST	296139	03/04/2022	OIL FILTER LD	600-7003-44607	8.26
SIERRA AUTO/CARQUEST	296139	03/04/2022	OIL FILTER LD	600-7003-44607	12.57
SIERRA AUTO/CARQUEST	296139	03/04/2022	AIR FILTER	600-7003-44607	40.84
SIERRA AUTO/CARQUEST	296170	03/04/2022	ACETYLENE BOTTLE	600-7003-44607	375.00
SIERRA AUTO/CARQUEST	296170	03/04/2022	ACETYLENE 75% 25% MIX	600-7003-44607	64.00
SIERRA AUTO/CARQUEST	296170	03/04/2022	0.03 2 WIRE MILD	600-7003-44607	34.20
SIERRA AUTO/CARQUEST	296304	03/04/2022	HEX NUT 1/2-13 GR 5	600-7003-44607	3.40
SIERRA AUTO/CARQUEST	296304	03/04/2022	SCRWCP GR 8 1/2-13X2 1/2	600-7003-44607	17.60
SIERRA AUTO/CARQUEST	296480	03/04/2022	WHEEL OIL SEAL	600-7003-44607	141.24
SIERRA AUTO/CARQUEST	296481	03/04/2022	COUPLING	600-7003-47420	11.94
SIERRA AUTO/CARQUEST	296481	03/04/2022	TAILGATE HANDLE	600-7003-47420	53.88
SIERRA AUTO/CARQUEST	296482	03/04/2022	5/16 X 25 FUEL HOSE	600-7003-44607	25.75
SIERRA AUTO/CARQUEST	296506	03/04/2022	AIR FILTERS	600-7003-44607	15.98
SIERRA AUTO/CARQUEST	296506	03/04/2022	OIL DRAIN PLUG	600-7003-44607	4.50
SIERRA AUTO/CARQUEST	296506	03/04/2022	AIR FILTERS	600-7003-44607	16.22
AMAZON CAPITAL SERVICES, IN...	17WR-DPMF-1CHH	03/10/2022	55-60 GAL TRASH BAGS	600-7003-44606	32.99
AMAZON CAPITAL SERVICES, IN...	17WR-DPMF-1CHH	03/10/2022	PAPER CLIPS	600-7003-44606	6.88
AMAZON CAPITAL SERVICES, IN...	17WR-DPMF-1CHH	03/10/2022	TOILET PAPER 48 ROLLS	600-7003-44606	71.10
AMAZON CAPITAL SERVICES, IN...	17WR-DPMF-1CHH	03/10/2022	CREW TOILET BOWL CLEANER	600-7003-44606	42.89
AMAZON CAPITAL SERVICES, IN...	17WR-DPMF-1CHH	03/10/2022	ERGODYNE SKULLERZ BUMP CAP	600-7003-44606	35.04
AMAZON CAPITAL SERVICES, IN...	17WR-DPMF-1CHH	03/10/2022	8.5X11 PAPER 3 REAMS	600-7003-44606	25.76
AMAZON CAPITAL SERVICES, IN...	1HP3-GJGN-NKHY	03/10/2022	PERMATHEX THE RIGHT STUFF G...	600-7003-44607	281.05
AMAZON CAPITAL SERVICES, IN...	1HP3-GJGN-NKHY	03/10/2022	HEXAG INDUSTRIAL TORPEDO D...	600-7003-44607	379.99
AUTOZONE STORES, LLC	2529992301	03/10/2022	AZ CARBONATER CLEANER	600-7003-44607	23.88
AUTOZONE STORES, LLC	2529992301	03/10/2022	AZ BRAKE PARTS CLEANER	600-7003-44607	27.48
AUTOZONE STORES, LLC	2529992301	03/10/2022	PYROIL STARTING FLUID	600-7003-44607	29.88
AUTOZONE STORES, LLC	2529992301	03/10/2022	SUMMER WW WINDSHIELD W...	600-7003-44607	44.52
AUTOZONE STORES, LLC	2529992301	03/10/2022	CRC D1-ELECTRIC GREASE	600-7003-44607	156.12

## Expense Approval Report

Payable Dates: 3/1/2022 - 3/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AUTOZONE STORES, LLC	2529992301	03/10/2022	QD ELECTRONIC CLEANER	600-7003-44607	139.44
AUTOZONE STORES, LLC	2529992301	03/10/2022	BLUE SHOP TOWELS	600-7003-44607	44.52
AUTOZONE STORES, LLC	2529992301	03/10/2022	CASE OF SPRAYWAY GLASS CLE...	600-7003-44607	55.68
AUTOZONE STORES, LLC	2529996735	03/10/2022	AZ BRAKE FLUID	600-7003-44607	359.28
AUTOZONE STORES, LLC	2529996735	03/10/2022	AUTOZONE POWER STEERING F...	600-7003-44607	251.28
NORTHERN TOOL & EQUIPMEN...	6692110939	03/10/2022	3 IN ROTOR HEAD FOR AIR FILT...	600-7003-44607	72.99
NORTHERN TOOL & EQUIPMEN...	6692110939	03/10/2022	4 1/2" ROTOR HEAD FOR AIR FI...	600-7003-44607	90.95
CERTIFIED LABORATORIES	7696902	03/10/2022	NITRILE DISPOSABLE GLOVES - ...	600-7003-44615	189.95
CERTIFIED LABORATORIES	7696902	03/10/2022	NITRILE DISPOSABLE GLOVES - X...	600-7003-44615	220.15
GRAINGER, INC.	9223140758/9208783507	03/10/2022	GRANDULAR ICE MELT 50LB BAG	600-7003-44607	129.36
GRAINGER, INC.	9223140758/9208783507	03/10/2022	MAINTENACE ABSORBENT 25LB...	600-7003-44607	60.00
BORDER INTERNATIONAL TRUC...	X400074185.01	03/10/2022	AIR FILTERS	600-7003-44607	97.38
BORDER INTERNATIONAL TRUC...	X400074185.01	03/10/2022	SPIN ON LUBE FILTERS (OIL FILT...	600-7003-44607	45.30
RELADYNE CONSERVANCY OIL ...	0053989-IN	03/17/2022	FUEL SURCHARGE	600-7003-44607	13.19
RELADYNE CONSERVANCY OIL ...	0053989-IN	03/17/2022	AFL GEAR LUBE LS 80W90 KEG	600-7003-44607	294.08
RELADYNE CONSERVANCY OIL ...	0053989-IN	03/17/2022	ALE GRS PUMP PACK LP-2101-1...	600-7003-44607	1,055.16
US DISTRIBUTING INC	597857	03/17/2022	AIR FILTERS	600-7003-44607	72.42
WEX BANK	79112032	03/21/2022	GAS & OIL FY 2021-2022 (OPEN)	600-7003-43316	297.79
XEROX CORP.	015783314	03/25/2022	XEROX RENTAL / OPEN PO 21/22	600-7003-43465	93.58
REED'S TIRE CENTER	10736	03/25/2022	TPMS SNAP-IN VALVE	600-7003-44607	76.25
AMAZON CAPITAL SERVICES, IN...	13ML-DT93-TL43	03/25/2022	RED CAP WORK SHIRT -LARGE	600-7003-42620	167.94
AMAZON CAPITAL SERVICES, IN...	13ML-DT93-TL43	03/25/2022	RED KAP MEN'S WORK SHIRT	600-7003-42620	257.94
AMAZON CAPITAL SERVICES, IN...	13ML-DT93-TL43	03/25/2022	RED KAP MEN'S WORK SHIRT 3X..	600-7003-42620	292.32
AMAZON CAPITAL SERVICES, IN...	13ML-DT93-TL43	03/25/2022	CATERPILLAR MEN'S TRADEMA...	600-7003-42620	341.94
AMAZON CAPITAL SERVICES, IN...	13ML-DT93-TL43	03/25/2022	CARHARTT CARGO WORK PANT	600-7003-42620	99.98
AUTOZONE STORES, LLC	2529000902	03/25/2022	SELF ETCHING PRIMER	600-7003-44607	42.00
AUTOZONE STORES, LLC	2529000902	03/25/2022	ACRYLIC ENAMEL SPRAY PAINT...	600-7003-44607	42.00
RED WING SHOES OF LAS CRUC...	5318	03/25/2022	SAFETY BOOTS DURANGO COM...	600-7003-44615	175.00
BORDER INTERNATIONAL TRUC...	X400074278.01	03/25/2022	DURAMAX HYDRAULIC FILTERS	600-7003-44607	630.24
Fund 600 - Internal Serv Total:					8,223.07
Grand Total:					1,128,239.23

## Report Summary

## Fund Summary

Fund	Payment Amount
101 - General	290,273.40
201 - Corrections	2,169.00
209 - Fire	2,053.33
211 - Law Enforce Prot	3,945.86
214 - Lodgers Tax	8,276.64
216 - Muni Street	41,243.39
294 - State Library	16,988.92
295 - Muni Pool	12,465.71
296 - PD GRT	2,805.19
303 - Vet Wall	147.94
312 - R&R Airport	363.80
315 - CI Reserve	9,346.41
380 - OTHER STATE FUNDED PROJECTS	8,175.86
403 - Pledge State	18,834.93
501 - Cemetary	239.42
502 - Util Office - Pool	6,112.65
503 - Electric	429,688.13
504 - Water	58,771.64
505 - Solid Waste	123,397.12
506 - WWTP	56,448.43
508 - Golf Course	9,149.98
509 - Muni Airport	19,118.41
600 - Internal Serv	8,223.07
<b>Grand Total:</b>	<b>1,128,239.23</b>

## Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	5,311.48
101-1000-44606	OFFICE SUPPLIES-GOVERN...	79.99
101-1001-41226	RETIREE INSURANCE	302.40
101-1001-41785	WORKER'S COMP. PREMI...	226.85
101-1001-43465	RENT OF EQUIPMENT	362.84
101-1001-43740	PRINTING/PUBLISHING	1,075.46
101-1001-43775	TELEPHONE	275.86
101-1002-41226	RETIREE INSURANCE	162.14
101-1002-41785	WORKER'S COMP. PREMI...	269.26
101-1002-43775	TELEPHONE	183.84
101-1003-41226	RETIREE INSURANCE	443.32
101-1003-41785	WORKER'S COMP. PREMI...	1,800.19
101-1003-43465	RENT OF EQUIPMENT	347.43
101-1003-43775	TELEPHONE	347.38
101-1004-41226	RETIREE INSURANCE	391.06
101-1004-41785	WORKER'S COMP. PREMI...	484.52
101-1004-43465	RENT OF EQUIPMENT	537.90
101-1004-43740	PRINTING/PUBLISHING	1,018.70
101-1004-43775	TELEPHONE	247.46
101-1004-44606	OFFICE SUPPLIES	395.98
101-1004-48599	OTHER CONTRACTUAL SE...	215.37
101-1006-41226	RETIREE INSURANCE	213.60
101-1006-41785	WORKER'S COMP. PREMI...	2,128.27
101-1006-43775	TELEPHONE	109.53
101-1006-44606	OFFICE SUPPLIES	214.95
101-1006-44607	FIELD SUPPLIES	369.74
101-1006-48598	PROFESSIONAL SERVICES	754.47
101-1006-48599	OTHER CONTRACTUAL SE...	520.12
101-1007-41226	RETIREE INSURANCE	1,709.03
101-1007-41785	WORKER'S COMP. PREMI...	14,498.22

## Account Summary

Account Number	Account Name	Payment Amount
101-1007-43316	GAS & OIL	4,628.03
101-1007-43465	RENT OF EQUIPMENT	319.89
101-1007-43775	TELEPHONE	1,392.98
101-1007-43815	SOFTWARE	110.00
101-1007-44606	OFFICE SUPPLIES	261.55
101-1007-44607	FIELD SUPPLIES	39.48
101-1007-46732	GENERAL LIABILITY INSUR...	91,823.68
101-1007-46733	AUTO INSURANCE PREMI...	8,278.13
101-1007-47420	MAINTENANCE VEHICLE/...	472.84
101-1007-48598	PROFESSIONAL SERVICES	43.30
101-1008-41226	RETIREE INSURANCE	172.80
101-1008-41785	WORKER'S COMP. PREMI...	3,593.00
101-1008-42620	UNIFORMS LINEN-CODE ...	552.34
101-1008-43316	GAS & OIL	595.63
101-1008-43770	SUBSCRIPTION & DUES	35.00
101-1008-43775	TELEPHONE	299.85
101-1008-47420	MAINTENANCE VEH/EQUI...	298.04
101-1009-41226	RETIREE INSURANCE	86.40
101-1009-41785	WORKER'S COMP. PREMI...	2,622.63
101-1009-42620	UNIFORMS/LINEN-MUNI ...	59.76
101-1009-43316	GAS & OIL	96.27
101-1009-43465	RENT OF EQUIPMENT	1,069.41
101-1009-43775	TELEPHONE	144.81
101-1009-44606	OFFICE SUPPLIES	16.91
101-1009-44607	FIELD SUPPLIES-MUNI RE...	1,503.76
101-1009-44613	NON-CAPITAL ITEMS	199.71
101-1009-47415	MAINTENANCE--REPAIRS ...	1,187.99
101-1009-47420	MAINTENANCE VEHICLE/...	3,212.76
101-1009-48599	OTHER CONTRACTUAL SE...	350.00
101-1010-41226	RETIREE INSURANCE	129.60
101-1010-41785	WORKER'S COMP. PREMI...	97.22
101-1010-43775	TELEPHONE	92.90
101-1010-48598	PROFESSIONAL SERVICES	5,096.52
101-1011-41226	RETIREE INSURANCE	614.06
101-1011-41785	WORKER'S COMP. PREMI...	11,303.67
101-1011-43775	TELEPHONE	69.52
101-1011-44606	OFFICE SUPPLIES	223.46
101-1012-41226	RETIREE INSURANCE	225.60
101-1012-41785	WORKER'S COMP. PREMI...	1,234.23
101-1012-43316	GAS & OIL	1,666.13
101-1012-43775	TELEPHONE	85.11
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-41785	WORKER'S COMP PREMI...	115.98
101-1013-42620	UNIFORMS/LINEN	239.98
101-1013-43316	GAS & OIL	212.36
101-1014-41226	RETIREE INSURANCE	393.60
101-1014-41785	WORKER'S COMP. PREMI...	6,333.00
101-1014-42620	UNIFORM/LINEN-FACILITY...	582.00
101-1014-43316	GAS & OIL	584.20
101-1014-43403	REGULAR BUILDING MAI...	2,695.16
101-1014-43465	RENT OF EQUIPMENT	20.47
101-1014-43775	TELEPHONE	110.00
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,373.41
101-1014-44615	SAFETY EQUIPMENT	189.00
101-1014-47410	MAINTENANCE CONTRAC...	53.94
101-1014-47420	MAINTENANCE-VEHICLE/...	898.00
101-1016-41226	RETIREE INSURANCE	326.45
101-1016-41785	WORKER'S COMP. PREMI...	395.41



## Account Summary

Account Number	Account Name	Payment Amount
101-1016-44830	CITY BOOK PURCHASING-L..	1,238.78
101-1017-48599	OTHER CONTRACTUAL SE...	26,798.05
101-1018-43780	UTILITIES	19,474.90
101-1018-43815	SOFTWARE LIC/SOFTWAR...	188.53
101-1018-46731	PROPERTY INSURANCE-UT..	16,203.51
101-1018-46732	GENERAL LIABILITY INSUR...	5,548.30
101-1018-46733	VEHICLE INSURANCE	15,438.05
101-1018-48596	AUDIT CONTRACT	8,630.00
101-1018-48598	PROFESSIONAL SERVICES	1,969.68
101-1040-43465	RENT OF EQUIPMENT	253.71
101-1099-34348	RENT OF PUBLIC FACILITIES	550.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	189.00
201-1903-48710	CARE OF PRISONERS-COR...	1,980.00
209-1603-43316	GAS & OIL	92.95
209-1603-43465	RENT OF EQUIPMENT	259.46
209-1603-43775	TELEPHONE	361.17
209-1603-43780	UTILITIES	943.72
209-1603-47415	MAINTENANCE--REPAIRS ...	396.03
211-2003-44607	FIELD SUPPLIES	838.76
211-2003-44613	NON-CAPITAL ITEMS	259.98
211-2003-44840	EQUIPMENT & MACHINE...	470.70
211-2003-47420	MAINTENANCE-VEHICLE/...	2,376.42
214-2503-47406	PROMOTIONAL/ADVERTIS...	4,789.62
214-2503-47597	9% ADVERTISING/MARKET..	1,574.92
214-2503-48599	OTHER CONTRACTUAL SE...	500.00
214-2503-60596	STATE ADVERTISING GRA...	1,412.10
216-4503-42620	UNIFORM LINEN-MUNI S...	293.28
216-4503-43316	GAS & OIL	2,398.00
216-4503-43550	ROADWAY MAINTENANCE	27,242.18
216-4503-46731	PROPERTY INSURANCE-ST...	1,223.17
216-4503-46732	GENERAL LIABILITY INSUR...	631.13
216-4503-46733	VEHICLE INSURANCE	7,714.01
216-4503-47420	MAINT.VEHICLE/FURN/E...	1,157.11
216-4503-48599	OTHER CONTRACTUAL SE...	584.51
294-5003-43465	RENT OF EQUIPMENT	18.01
294-5003-43775	TELEPHONE	165.86
294-5003-48830	LIBRARY ACQUISITION (B...	14,870.44
294-5003-60834	STATE LIBRARY GRANT-ST...	1,934.61
295-4803-41226	RETIREE INSURANCE	57.60
295-4803-41785	WORKER'S COMPENSATI...	2,636.00
295-4803-43465	RENT OF EQUIPMENT	31.46
295-4803-43775	TELEPHONE	28.37
295-4803-43780	UTILITIES-MUNI POOL	9,712.28
296-2403-44613	NON-CAPITAL ITEMS	2,805.19
303-4703-43775	TELEPHONE	147.94
312-7014-44607	FIELD SUPPLIES	363.80
315-8005-43403	REGULAR BUILDING MAI...	9,346.41
380-7002-48598	PROFESSIONAL SERVICES	8,175.86
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	239.42
502-3601-41226	RETIREE INSURANCE	490.44
502-3601-41785	WORKER'S COMP. PREMI...	414.09
502-3601-43316	GAS & OIL	277.14
502-3601-43465	RENT OF EQUIPMENT	1,141.07
502-3601-43775	TELEPHONE	189.19
502-3601-43780	UTILITIES	413.80

## Account Summary

Account Number	Account Name	Payment Amount
502-3601-44606	OFFICE SUPPLIES	424.80
502-3601-46731	PROPERTY LIABILITY INS-...	586.57
502-3601-46732	GENERAL LIABILITY INSUR...	623.40
502-3601-46733	VEHICLE INSURANCE	1,552.15
503-3702-41226	RETIREE INSURANCE	665.14
503-3702-41785	WORKER'S COMP. PREMI...	9,112.00
503-3702-43316	GAS & OIL	1,401.34
503-3702-43465	RENT OF EQUIPMENT	132.86
503-3702-43770	SUBSCRIPTION & DUES	4,797.73
503-3702-43775	TELEPHONE	241.59
503-3702-43780	UTILITIES	6,429.96
503-3702-43815	SOFTWARE LIC/SOFTWAR...	188.53
503-3702-44607	FIELD SUPPLIES	42,918.06
503-3702-44613	NON-CAPITAL ITEMS	2,915.05
503-3702-44615	SAFETY EQUIPMENT	860.99
503-3702-46731	PROPERTY LIABILITY INS-E...	9,600.73
503-3702-46732	GENERAL LIABILITY INSUR...	6,389.02
503-3702-46733	VEHICLE INSURANCE	7,434.63
503-3702-47415	MAINTENANCE--REPAIRS ...	15,106.00
503-3702-47420	MAINTENANCE-VEHICLE/...	771.73
503-3702-48596	AUDIT CONTRACT	8,630.00
503-3702-48598	PROFESSIONAL SERVICES	5,959.70
503-3702-50795	WHOLESALE POWER COS...	306,133.07
504-3803-41226	RETIREE INSURANCE	211.20
504-3803-41785	WORKER'S COMP. PREMI...	5,664.68
504-3803-42620	UNIFORM/LINEN-WATER ...	555.81
504-3803-43316	GAS & OIL	1,202.43
504-3803-43465	RENT OF EQUIPMENT	236.74
504-3803-43770	SUBSCRIPTION/DUES	2,179.07
504-3803-43775	TELEPHONE	69.52
504-3803-43780	UTILITIES	10,043.60
504-3803-43797	WATER CONSERVATION-...	909.05
504-3803-43815	SOFTWARE LIC/SOFTWAR...	188.52
504-3803-44607	FIELD SUPPLIES-WATER D...	1,507.78
504-3803-44613	NON-CAPITAL ITEMS	1,301.69
504-3803-46731	PROPERTY INSURANCE-W...	9,600.73
504-3803-46732	GENERAL LIABILITY INSUR...	6,389.02
504-3803-46733	VEHICLE INSURANCE	6,819.29
504-3803-47420	MAINTENANCE-VEHICLE/...	1,292.81
504-3803-48596	AUDIT CONTRACT	8,630.00
504-3803-48598	PROFESSIONAL SERVICES	1,969.70
505-3904-41226	RETIREE INSURANCE	916.09
505-3904-41785	WORKER'S COMP. PREMI...	12,800.37
505-3904-43316	GAS & OIL	4,409.69
505-3904-43465	RENT OF EQUIPMENT	155.47
505-3904-43775	TELEPHONE	164.76
505-3904-43780	UTILITIES	1,445.30
505-3904-43815	SOFTWARE LIC/SOFTWAR...	188.52
505-3904-44606	OFFICE SUPPLIES	336.93
505-3904-44607	FIELD SUPPLIES-SOLID WA...	580.65
505-3904-44615	SAFETY EQUIPMENT	416.07
505-3904-45601	WASTE DISPOSAL	59,536.74
505-3904-46731	PROPERTY INSURANCE-S...	9,600.73
505-3904-46732	GENERAL LIABILITY INSUR...	6,389.02
505-3904-46733	VEHICLE INSURANCE	8,910.10
505-3904-47420	MAINTENANCE-VEHICLE/...	6,946.98
505-3904-48596	AUDIT CONTRACT	8,630.00
505-3904-48598	PROFESSIONAL SERVICES	1,969.70

**Account Summary**

Account Number	Account Name	Payment Amount
506-4005-41226	RETIREE INSURANCE	493.72
506-4005-41785	WORKER'S COMP. PREMI...	9,187.76
506-4005-42620	UNIFORM/LINEN-WASTE...	894.87
506-4005-43316	GAS & OIL	826.02
506-4005-43775	TELEPHONE	364.27
506-4005-43780	UTILITIES	1,745.56
506-4005-43815	SOFTWARE LIC/SOFTWAR...	188.52
506-4005-44607	FIELD SUPPLIES-WASTE...	742.17
506-4005-44615	SAFETY EQUIPMENT	379.99
506-4005-46731	PROPERTY INSURANCE-W...	9,816.40
506-4005-46732	GENERAL LIABILITY INSUR...	6,389.02
506-4005-46733	VEHICLE INSURANCE	5,173.83
506-4005-47415	MAINTENANCE--REPAIRS ...	432.00
506-4005-47420	MAINTENANCE-VEHICLE/...	1,385.62
506-4005-48596	AUDIT CONTRACT	8,630.00
506-4005-48598	PROFESSIONAL SERVICES	6,803.16
506-4005-48798	VILLAGE OF WILLIAMSBU...	2,995.52
508-4303-41226	RETIREE INSURANCE	225.60
508-4303-41785	WORKER'S COMP. PREMI...	2,484.00
508-4303-43465	RENT OF EQUIPMENT	163.82
508-4303-43775	TELEPHONE	680.16
508-4303-43780	UTILITIES	1,033.11
508-4303-44607	FIELD SUPPLIES	4,495.12
508-4303-47420	MAINTENANCE VEHICLE/...	68.17
509-4403-41226	RETIREE INSURANCE	64.82
509-4403-41785	WORKER'S COMP. PREMI...	1,434.65
509-4403-43316	GAS & OIL	94.87
509-4403-43465	RENT OF EQUIPMENT	40.63
509-4403-43775	TELEPHONE	448.92
509-4403-43780	UTILITIES	1,046.74
509-4403-44606	OFFICE SUPPLIES	465.12
509-4403-44613	NON-CAPITAL ITEMS	3,491.54
509-4403-46731	PROPERTY LIABILITY-AIRP...	4,985.83
509-4403-46732	GENERAL LIABILITY INSUR...	1,147.06
509-4403-46733	VEHICLE INSURANCE	1,552.15
509-4403-47420	MAINTENANCE VEH/EQUI...	549.08
509-4403-48598	PROFESSIONAL SERVICES	3,797.00
600-7003-42620	UNIFORMS/LINEN	1,160.12
600-7003-43316	GAS & OIL	297.79
600-7003-43465	RENT OF EQUIPMENT	93.58
600-7003-44606	OFFICE SUPPLIES	214.66
600-7003-44607	FIELD SUPPLIES	5,806.00
600-7003-44615	SAFETY EQUIPMENT	585.10
600-7003-47420	MAINTENANCE-VEHICLE/...	65.82
<b>Grand Total:</b>		<b>1,128,239.23</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	1,128,239.23
<b>Grand Total:</b>	<b>1,128,239.23</b>

Accounts Payable Transfer Sheet - 21-22 FY  
Post Date Ending: 3/4,3/8,3/11,3/17,3/21,3/25/2022

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>						<u>GRAND TOTAL</u>	<u>Fund Numbers</u>
		3/4/2022	3/8/2022	3/11/2022	3/17/2022	3/21/2022	3/25/2022	TRANSFERS	
101	General	\$74,649.80	\$334.74	\$8,117.64	\$8,882.19	\$5,807.86	\$192,481.17	\$290,273.40	101
201	Local Government Corrections	\$189.00			\$1,980.00			\$2,169.00	201
209	State Fire	\$640.50		\$54.25			\$1,358.58	\$2,053.33	209
211	Law Enforcement Protection	\$279.54	\$913.07	\$360.42	\$2,192.00		\$200.83	\$3,945.86	211
214	Lodger's Tax	\$6,039.62			\$2,237.02			\$8,276.64	214
216	Street Renovation	\$1,159.00		\$1,053.27	\$29,574.91		\$9,456.21	\$41,243.39	216
217	Municipal Recreation							\$0.00	217
294	State Library			\$16,705.10	\$99.95		\$183.87	\$16,988.92	294
295	Municipal Pool	\$9,741.08			\$28.80		\$2,695.83	\$12,465.71	295
296	PD-GRT Fund		\$2,805.19					\$2,805.19	296
298	PD-Donations							\$0.00	298
302	Electrical Construction							\$0.00	302
303	Veterans Memorial						\$147.94	\$147.94	303
304	SJOA - Grants							\$0.00	304
305	Capital Improvement General							\$0.00	305
306	Capitla 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	\$363.80						\$363.80	312
313	R&R-Water							\$0.00	313
314	CDBG - Grant							\$0.00	314
315	CI Reserve- Non Capital Equipment			\$9,346.41				\$9,346.41	315
316	Emergency Reserve							\$0.00	316
320	USDA Water System Improvements							\$0.00	320
360	NMFA Projects							\$0.00	360
380	Community Development	\$8,175.86						\$8,175.86	380
403	Pledge State Tax	\$18,834.93						\$18,834.93	403
501	Cemetery						\$239.42	\$239.42	501
502	Utility Office	\$1,768.84			\$243.24		\$4,100.57	\$6,112.65	502
503	Electric Dept	\$46,887.01	\$99.99	\$270,994.43	\$73,755.92		\$37,950.78	\$429,688.13	503
504	Water Dept	\$22,249.74	\$555.81	\$2,490.62	\$2,556.42	\$2,179.07	\$28,739.98	\$58,771.64	504
505	Solid Waste	\$52,208.45	\$554.86	\$6,554.91	\$21,941.16	\$4,409.69	\$38,282.91	\$123,951.98	505
506	WasteWater	\$13,696.89		\$5,233.43	\$2,021.72		\$34,941.53	\$55,893.57	506
507	Solid Waste Landfill/Collection							\$0.00	507
508	Golf Course	\$1,150.64		\$1,070.20	\$180.97		\$6,748.17	\$9,149.98	508
509	Municipal Airport	\$4,224.51	\$2,483.41	\$2,673.97	\$32.41		\$9,704.11	\$19,118.41	509
600	Internal Service Fund	\$1,357.38		\$2,913.86	\$1,434.85	\$297.79	\$2,219.19	\$8,223.07	600
	Grand Total-Accounts Payable	\$263,616.59	\$7,747.07	\$327,568.51	\$147,161.56	\$12,694.41	\$369,451.09	\$1,128,239.23	





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: F.5*

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

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** April 7, 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 Shane Jeffers.

***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 4-13-2022



## Take Home Vehicle Authorization Request

Employee: Shane Jeffers Department: Tor C PD  
Position Title: Police Officer Commute Miles/Day: 13.6  
Employee Address: 211 Michigan Dr, Elephant Butte, NM 87835

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.

[Signature]  
Employee's Signature

4-4-2022  
Date

[Signature]  
Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

[Signature]  
Sandy Whitehead, Mayor Signature

                      
Date

Amanda Forrester



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #G.1*

**SUBJECT:** Resolution No. 54 21/22 for the Sale of Surplus Property to be sold at the May 17, 2022 online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** April 7, 2022

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

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

***Summary/Background:***

The City of Truth or Consequences would like to sell city surplus property through an online auction through JJ Kane Auctioneers. The auction will be held online on Tuesday, May 17, 2022. If approved, a notice of auction, along with a list of items will be published twice in our local newspaper, and not less than seven days apart, with the last publication not less than fourteen days prior to the sale.

***Recommendation:***

Approve Resolution No. 54 21/22 declaring the sale of surplus property to be sold on May 17, 2022 through J.J. Kane Auctioneers online auction.

***Attachments:***

- Resolution No. 54 21/22
- Auction Items List

***Fiscal Impact (Finance):*** No

***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. Resolution No. 46 21/22 Ordinance No. N/A

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 04/13/2022



**RESOLUTION NO. 54 21/22**

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

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

**Whereas**, PURSUANT TO Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences serves notice that the City will use the online auction J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers to sell various surplus property belonging to the City.

**NOW THEREFORE BE IT RESOLVED THAT:**

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

**PASSED, APPROVED AND ADOPTED this 13<sup>th</sup> day of April, 2022.**

---

Amanda Forrister, Mayor

ATTEST:

---

Angela A. Torres, CMC, City Clerk



## PROPERTY DISPOSAL LIST

QTY	PARK'S DEPARTMENT	VIN	PLATE	
1	1997 CHEVY S-10	1GCCS14X3VK167694	G-23414	
1	JOHN DEERE	850 TRACTOR		
	<b>WATER</b>	<b>VIN</b>	<b>PLATE</b>	
	1984 MARMON TRUCK	1M9CCV187C1004207	G-31061	
1	2005 FORD F-350 XL	1FDWF36Y65EC07988	G-61008	
	<b>WASTEWATER</b>	<b>VIN</b>	<b>PLATE</b>	
1	1982 CHEVY C-70	1GBJ7D1B9CV133598	G-26515	
1	1997 FORD F-250	3FTHF25G7VMA46058	G-31858	
1	1996 FORD F-150	2FTEF15NOTCA49176	G30761	
1	1986 CHEVY ¾ 4x4 PICKUP	1GCEK24L4GS155231	G25629	
1	1996 BOBCAT 773	509641325		
1	JD 310D 4x4 BACKHOE	T0310DG783759		
	<b>SERVICE CENTER</b>	<b>VIN</b>	<b>PLATE</b>	
1	2001 GMC JIMMY 4x4	1GKDT13WO12149971	G-49495	
1	1989 CHEVY 3500 P/U 4x4	1GBGK34N2KE191351	G-26543	





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: G.2*

**SUBJECT:** Resolution 55 21/22 Confirming The City of Truth or Consequences Park to Participate in the New Mexico Department of Transportation Project Fund Call For Projects

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** April 6, 2022

**SUBMITTED BY:** Traci Alvarez

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

### **Summary/Background:**

Staff would like to submit an application to NMDOT for Multiple Roadway and Drainage Improvements for:

- 1) Marie St. from Palo Verde Dr. to I-25
- 2) E 9th Ave. from I-25 to Silver St.
- 3) Pine St. from 8th Ave to E 5th Ave
- 4) N Gold St. from E 9th Ave to E 3rd Ave
- 5) Silver Street from East 9th Avenue to East 3rd Avenue

total funding amount of \$2,965,358 (including local match) – Staff is requesting a waiver from the Cash Match

### **Recommendation:**

Approve Resolution 55 21/22

### **Attachments:**

- Resolution 55 21/22
- Application Cover Letter
- Project Map

**Fiscal Impact (Finance):** Yes

**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. 55 21-22 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022



**RESOLUTION NO. 55 21/22**

**A RESOLUTION CONFIRMING THE CITY OF TRUTH OR CONSEQUENCES  
PARK TO PARTICIPATE IN THE NEW MEXICO DEPARTMENT OF  
TRANSPORTATION PROJECT FUND CALL FOR PROJECTS**

**WHEREAS,** The City of Truth or Consequences allocates from its General Fund, as its local 5% match to State Funds;

**WHEREAS,** The City of Truth or Consequences has a limited tax base, which limits finding for meeting the proportional match share; and a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of “hardship” match money and the City of Truth or Consequences requests participation in this Match Waiver Program in the amount of \$148,268, which is 5% of the total requested amount of \$2,965,358.

**WHEREAS,** Attachment “A” indicates the scope and locations of the proposed work.

**NOW, THEREFORE, BE IT RESOLVED THAT,** The Governing Body of the City of Truth or Consequences, New Mexico recommends that an application be filed with the New Mexico Department of Transportation for Multiple Roadway & Drainage Improvements

**PASSED, APPROVED AND ADOPTED THIS 13<sup>th</sup> day of April 2022.**

---

Amanda Forrister, Mayor

**ATTEST:**

---

Angela A. Torres, City Clerk-Treasurer

**Attachment A**  
**Scope of Work**

**Project Name: Multiple Roadway & Drainage Improvements**

- 1) Marie St. from Palo Verde Dr. to I-25
- 2) E 9<sup>th</sup> Ave. from I-25 to Silver St.
- 3) Pine St. from 8<sup>th</sup> Ave to E 5<sup>th</sup> Ave
- 4) N Gold St. from E 9<sup>th</sup> Ave to E 3<sup>rd</sup> Ave
- 5) Silver Street from East 9<sup>th</sup> Avenue to East 3<sup>rd</sup> Avenue

April 5, 2022

Clarissa Martinez  
State Funded Grant Manager  
New Mexico Department of Transportation General Office  
P.O. Box 1149  
Santa Fe, NM 87504

**Re: Transportation Project Fund (TPF) Call for Project – Fiscal Year 2023**

Dear Ms. Martinez:

The City of Truth or Consequences (T or C) is appreciative of the opportunity to apply for funding through the New Mexico Department of Transportation's (NMDOT) Transportation Project Fund (TPF). The City is seeking funding for multiple roadway & drainage improvements on 1) Marie Street from Palo Verde Drive to I-25, 2) East 9<sup>th</sup> Avenue from I-25 to Silver Street, 3) Pine Street from East 8<sup>th</sup> Avenue to East 5<sup>th</sup> Avenue, 4) North Gold Street from East 9<sup>th</sup> Avenue to East 3<sup>rd</sup> Avenue and 5) Silver Street from East 9<sup>th</sup> Avenue to East 3<sup>rd</sup> Avenue. A summary of the funding request for the project is provided below:

1. Overview of the Project:
  - a. The scope of the project is the City is seeking funding for design and full depth roadway reconstruction of Multiple Roadway & Drainage Improvements in T or C. The goal of the project is enhance transportation safety with drainage improvements, mobility, and ADA compliance.
2. Request for Hardship
  - a. The City is seeking a match wavier of \$148,268 (5% of the project cost).
3. Project Readiness:
  - a. The project will be designed in 30 days as the scope of the work is full depth asphalt reclamation, replacement of curb & gutter, sidewalk, and ADA wheelchair ramps. Geotechnical investigation will be performed for pavement design. Sub-surface drainage infrastructure is not included as all drainage is surface mitigated. The project will be "advertise ready" within 60 days of executed funding agreement receipt. Project completion and readiness, contingent on being funded for construction by August 2022, our schedule is as follows:
    - i. Anticipated Letting/Bidding: November 2022
    - ii. Notice to Proceed: January 9, 2023
    - iii. Substantial Completion: May 26, 2023
    - iv. Final Completion: June 16, 2023
4. Funding Request Amount Verification:
  - a. The City verifies that the request total funding amount of \$2,965,358 (including local match) is sufficient to complete this phase of this project for pre-construction, construction, and construction management services.
5. Project Category:
  - a. This project falls into Category 3 (design) and Category 4 (construction); the project is located on or within locally owned right-of-way and does not include federal funds.

Your consideration of this important project for the City of T or C is appreciated. If you have any question, or require additional documentation, please notify my office.

Sincerely,

Bruce Swingle  
City Manager



## NMDOT Transportation Call for Projects - TPF FY 2022

### City of Truth or Consequences - Multiple Roadway & Drainage Improvements

1. Marie St. from Palo Verde Dr. to I-25
2. E 9th Ave from I-25 to Silver St.
3. Pine St. from E 8th Ave to E 5th Ave
4. N Gold St. from E 9th Ave to E 3rd Ave  
Silver St. from E 9th Ave to E 3rd Ave



#### Legend

— Project Location



**TRUTH OR  
CONSEQUENCES** NEW MEXICO

**WILSON  
& COMPANY**  
HIGHER RELATIONSHIPS





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: G.3*

**SUBJECT:** Resolution No. 56 21/22 for Commission support of the Copper Flat Mine.

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** March 21, 2022

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** Bruce Swingle

***Summary/Background:***

This Resolution is for the City Commission's support for the Copper Flat Mine; Mining Copper, Molybdenum, Gold, And Silver.

***Recommendation:***

Approval of Resolution No. 56 21/22.

***Attachments:***

- Resolution No. 56 21/22
- .

***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. 56 21/22 Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 4-13-2022



## **RESOLUTION NO. 56 21/22**

### **COMMISSION SUPPORT FOR THE COPPER FLAT MINE; MINING COPPER, MOLYBDENUM, GOLD AND SILVER**

**WHEREAS**, the of the City Truth or Consequences Commission met in a duly noticed, regular meeting on April 13, 2022, at 9:00 am, in the Commission Chambers at 405 West 3<sup>rd</sup> Street in Truth or Consequences, New Mexico 87901;

**WHEREAS**, the City Commission has the authority to pass ordinances and other measures conducive to the welfare of the municipality, specifically, Section 3-14-1, NMSA 1978;

**WHEREAS**, the development of the local economy is vital to the wellbeing of Truth or Consequences residents and local government fiscal sustainability;

**WHEREAS**, due to the lack of employment opportunities and limited quality of life factors, Truth or Consequences' population declined over the past two decades and will continue to decline, if employment opportunities are not created in the community;

**WHEREAS**, relevant socioeconomic factors indicate that Truth or Consequences is in dire need of immediate economic stimulation;

**WHEREAS**, Sierra County has a rich and productive mining history, and is endowed with natural resources including copper, which is an important industrial element used in infrastructure, green energy production and electrical power generation and transmission;

**WHEREAS**, it is the mission of the City of Truth or Consequences Commission to encourage industry to locate jobs that increase the economic base of Truth or Consequences and harvests natural resources in a responsible fashion;

**WHEREAS**, the Copper Flat Mine has undergone numerous studies by many governmental environmental agencies, and has committed to utilizing proven technologies that safeguard the community and environment; and

**WHEREAS**, the Copper Flat Mine will create 270 direct jobs in the region and pay over 175 million dollars in taxes.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City of Truth or Consequences Commission supports the Copper Flat Mine and its mine operation in Sierra County, New Mexico.

**NOW THEREFORE, BE IT FURTHER RESOLVED THAT,** the City of Truth or Consequences Commission encourages the granting of state and federal permits needed to facilitate the operation of Copper Flat Mine in Sierra County, New Mexico.

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of April 2022.

---

Amanda Forrister, Mayor

ATTEST:

---

Angela Torres, City Clerk



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: G.4*

**SUBJECT:** Publication of Ordinance 730 Amending the City of Truth or Consequences Municipal Code of Ordinances, By Amending Section 6-77 Pertaining to Storage on Private Property

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** April 6, 2022

**SUBMITTED BY:** Traci Alvarez

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

**Summary/Background:**

Staff wishes to amend the code pertaining to storage on private property and eliminate the section allowing residents to store dilapidated furniture, appliances, machinery, equipment, building material, junk, or other items which are either wrecked, junked, dismantled or in inoperative condition behind a fence creating a public health and sanitation issue

**Recommendation:**

Approve Ordinance 730 for publication

**Attachments:**

- Ordinance 730

**Fiscal Impact (Finance):** No

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

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

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

**Final Approval:** ☒ City Manager

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

Resolution No. [Click here to enter text](#) Ordinance No. 730

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022



**CITY OF TRUTH OR CONSEQUENCES**

**ORDINANCE 730**

**AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES  
MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 6-77 PERTAINING  
TO STORAGE ON PRIVATE PROPERTY**

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

**Section one.** That section 6-77 of the Code of Ordinances of the City of Truth or Consequences  
be amended so that such section shall read as follows:

Sec. 6-77. - Storage on private property.

It shall be unlawful for any person to leave outside any building or dwelling in the City any  
dilapidated furniture, appliances, machinery, equipment, building material, junk, or other items  
which are either wrecked, junked, dismantled or in inoperative condition, ~~and which are not  
completely enclosed within a building or dwelling, or behind a privacy fence. All fences must be  
permitted and constructed as provided in chapter 26, land use.~~

(Ord. No. 646, § 1, 11-12-13)

**Section two.** 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 three.** This Ordinance shall take effect on the 16<sup>th</sup> day of May 2022.

**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF  
TRUTH OR CONSEQUENCES this 11<sup>th</sup> day of May, 2022.**

---

**Amanda Forrister, Mayor**

**ATTEST:**

---

**Angela A. Torres, City Clerk**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: G.5*

**SUBJECT:** Publication of Ordinance 731 Amending the City of Truth or Consequences Municipal Code of Ordinances, By Amending Sections 11-10-4 And 11-10-5 And Adding Section 11-10-6 To the Planning and Zoning Code Pertaining to Storage Units/Shipping Containers

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** April 6, 2022

**SUBMITTED BY:** Traci Alvarez

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

***Summary/Background:***

Staff wishes to amend the code to include a section pertaining to shipping containers under Article X. - Accessory Buildings.

***Recommendation:***

Approve Ordinance 731 for publication

***Attachments:***

- Ordinance 731
- Draft Redline Version

***Fiscal Impact (Finance):*** No

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

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

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

***Final Approval:*** ☐ City Manager

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

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022

## CITY OF TRUTH OR CONSEQUENCES

### ORDINANCE 731

#### AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTIONS 11-10-4 AND 11-10-5 AND ADDING SECTION 11-10-6 TO THE PLANNING AND ZONING CODE PERTAINING TO STORAGE UNITS/SHIPPING CONTAINERS

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

**Section one.** That section 11-10-4 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

#### Sec. 11-10-4 – Storage Units/Shipping Containers

The regulation of storage units/shipping containers within the city limits of the City of Truth or Consequences shall be controlled by and shall conform to the regulations prescribed in this section. A storage unit/shipping container means a unit originally or specifically designed or used to store goods or merchandise during shipping or hauling by container ships, rail, commercial trucks, or other types of transportation.

Placement of storage units/shipping containers are prohibited in all residential districts except where temporary placement has been authorized through written approval of the Designated Zoning Official for the purpose of moving household contents in to or out of a house for up to 30 days in any calendar year and can only be on the property or driveway. Containers/storage units for construction projects are allowed up to 3 months in any 12-month period from the time it's put on the construction site. The designated zoning official or designee may grant an extension but only if it is determined that:

1. The storage unit/shipping container is located on a site with an active building permit
  2. The storage container is necessary part of the construction process
  3. Not be allowed in public right-of-way
  4. Construction is moving forward in a timely manner and in accordance with generally accepted industry standards.
- A. Placement of storage units/shipping containers are permitted within Commercial and Industrial Districts as accessory storage units as long as they are not used for dwelling purposes with the following exceptions:
1. Conditional Use Permit is required for placement of all storage units/shipping containers within the boundaries of the Metropolitan Redevelopment Area (MRA) and Historic MainStreet District Area defined in the Downtown Master Plan.
  2. Containers may not exceed 46 feet in length and 10 feet in height
  3. Must be a subordinate use or structure customarily incidental to and located on the same lot with the principal use or building

4. Interior lot: No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards
5. Lots with more than one street frontage: No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
6. May not encroach in the clear-sight triangle.
7. Shall not create an unsanitary or hazardous premises as outlined in Sec 6-74 and 6-75.

**Section two.** That section 11-10-5 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

Sec. 11-10-4 ~~5~~. - Water Run-Off.

There shall be no water run-off on an adjacent property caused by an accessory building structure. Side gutters may be required by the designated Zoning Administrator.

**Section three.** That section 11-10-6 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

Sec. 11-10-5 ~~6~~. - Use.

~~An accessory building shall not be used for commercial or dwelling purposes unless approved by the City for Home Occupation uses.~~ Shipping containers may not be used as dwelling units within the City limits of the City of Truth or Consequences. All other accessory buildings shall not be used for commercial or dwelling purposes unless approved by the City for Home Occupation uses.

**Section three.** 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 four.** This Ordinance shall take effect on the 16<sup>th</sup> day of May, 2022. }



**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this 11<sup>th</sup> day of May, 2022.**

---

**Amanda Forrister, Mayor**

**ATTEST:**

---

**Angela A. Torres, City Clerk**

## ARTICLE X. - ACCESSORY BUILDINGS

### Sec. 11-10-1. - Accessory Building.

A subordinate building, the use of which is incidental to and located on the same lot with the principle building. An accessory building shall not exceed one-fourth ( $\frac{1}{4}$ ) of the use or area of the main business or building.

### Sec. 11-10-2. - Temporary Accessory Building.

A maximum of one (1) temporary building which is not attached permanently to a foundation and that does not exceed a maximum of one hundred twenty (120) square feet in gross floor area, and ten (10) feet in height shall be permitted as an accessory building on a lot, provided it is located in the rear yard, and provided such building shall be secured to the ground in a manner approved by the designated Zoning Administrator.

### Sec. 11-10-3. - Permanent Accessory Building.

Permanent accessory buildings and structures shall be permanently attached to a slab or foundation and shall be subject to the following provisions:

- A. *Height:* A maximum height of fifteen (15) feet is permitted.
- B. *Accessory Use or Structure:* A subordinate use or structure customarily incidental to and located on the same lot with the principal use or building, and shall not occupy more than thirty percent (30%) of the rear yard.
- C. *Set-back Requirements (All Districts):*
  1. *Interior lot:* No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards.
  2. *Lots with more than one street frontage:* No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
  3. *Permanent Accessory Building, Setback Requirements:* Open-sided carports may be adjacent to main use or structures and no closer than five (5) feet from property lines in yards other than the primary front yard. Such carports may not encroach in the clear-sight triangle.

### Sec. 11-10-4 – Storage Units/Shipping Containers

The regulation of storage units/shipping containers within the city limits of the City of Truth or Consequences shall be controlled by and shall conform to the regulations prescribed in this section. A storage unit/shipping container means a unit originally or specifically designed or used to store goods or merchandise during shipping or hauling by container ships, rail, commercial trucks, or other types of transportation.

Placement of storage units/shipping containers are prohibited in all residential districts except where temporary placement has been authorized through written approval of the Designated Zoning Official for the purpose of moving household contents in to or out of a house for up to 30 days in any calendar year and can only be on the property or driveway. Containers/storage units for construction projects are allowed up to 3 months in any 12-month period from the time it's put on the construction site. The designated zoning official or designee may grant an extension but only if it is determined that:

1. The storage unit/shipping container is located on a site with an active building permit
2. The storage container is necessary part of the construction process
3. Not be allowed in public right-of-way

4. Construction is moving forward in a timely manner and in accordance with generally accepted industry standards.
- A. Placement of storage units/shipping containers are permitted within Commercial and Industrial Districts as accessory storage units as long as they are not used for dwelling purposes with the following exceptions:
  1. Conditional Use Permit is required for placement of all storage units/shipping containers within the boundaries of the Metropolitan Redevelopment Area (MRA) and Historic MainStreet District Area defined in the Downtown Master Plan.
  2. Containers may not exceed 46 feet in length and 10 feet in height
  3. Must be a subordinate use or structure customarily incidental to and located on the same lot with the principal use or building
  4. Interior lot: No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards
  5. Lots with more than one street frontage: No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
  6. May not encroach in the clear-sight triangle.
  7. Shall not create an unsanitary or hazardous premises as outlined in Sec 6-74 and 6-75.

**Sec. 11-10-4 5. - Water Run-Off.**

There shall be no water run-off on an adjacent property caused by an accessory building structure. Side gutters may be required by the designated Zoning Administrator.

**Sec. 11-10-5 6. - Use.**

~~An accessory building shall not be used for commercial or dwelling purposes unless approved by the City for Home Occupation uses.~~ Shipping containers may not be used as dwelling units within the City limits of the City of Truth or Consequences. All other accessory buildings shall not be used for commercial or dwelling purposes unless approved by the City for Home Occupation uses.



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: G.6*

**SUBJECT:** Publication of Ordinance 732 Amending Article V Pertaining To Motor Vehicles

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** April 6, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Chief Victor Rodriguez

**Summary/Background:**

Staff wishes to amend the code to include a section pertaining to Motor Vehicles

**Recommendation:**

Approve Ordinance 732 for publication

**Attachments:**

- Ordinance 732

**Fiscal Impact (Finance):** No

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

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

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

**Final Approval:** ☒ City Manager

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

Resolution No. [Click here to enter text](#) Ordinance No. 732

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022



## CITY OF TRUTH OR CONSEQUENCES

### ORDINANCE 732

#### AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, BE AMENDED BY AMENDING ARTICLE V PERTAINING TO MOTOR VEHICLES

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

Article V MOTOR VEHICLES shall be amended in its entirety to read as follows:

Sec. 6-51. - Penalty.

Violations of this article are punishable as provided in section 1-10.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-52. - ~~Prohibited.~~ **Vehicle Prohibited Acts and Exceptions.**

- (1) No person shall park, ~~store~~, leave, or permit the parking, ~~storing~~ or leaving of any motor vehicle, **recreational or marine vehicle** of any kind which **does not have valid registration or** is in an **inoperable**, abandoned, wrecked, dismantled, junked or partially dismantled condition, whether attended or not, upon any public or private property within the City for a period of time in excess of 72 hours. ~~The presence of an abandoned, wrecked, dismantled, inoperative, junked, or partially dismantled vehicle or parts thereof on private or public property is hereby declared to be a public nuisance which may be abated as such in accordance with the provisions of this article.~~
- (2) **Outdoor storage of inoperable, abandoned, wrecked, dismantled, junked or partially dismantled motor vehicles, recreational or marine vehicles, or their parts thereof on private premises is also prohibited unless exempted by subsection 3 (a). Motor vehicles, recreational or marine vehicles shall not be used for storage or other purposes unless enclosed within a building on the premises.**
- (3) **The following are limited exceptions to this section:**
  - (a) **Any person, being owner or tenant, may store, permit to be stored or allow to remain upon their residential and/or business premises, one inoperable, wrecked, dismantled or partially dismantled motor vehicle, recreational or marine vehicle, utility trailer or their parts thereof, for the purposes of restoring, repairing, or reconstructing, if the motor vehicle, recreational or marine vehicle, utility trailer has valid registration and when stored upon property be located either in an enclosed building or structure and if stored outdoors must be fully covered and located in the side or backyard. Any inoperable, wrecked, dismantled, or partially dismantled motor vehicle, recreational or marine vehicle, utility trailer must be at least five feet from any property line and at least five feet from any permanent structure.**

- (b) A motor vehicle, recreational or marine vehicle, utility trailer can be actively restored, repaired or reconstructed in a residential or business premises, if within the last 30 days the owner of the motor vehicle, recreational or marine vehicle, utility trailer can prove that it is being actively restored, repaired or reconstructed, which may include receipts for the purchase of parts and supplies during the last 30 days which have been installed on the vehicle.
- (c) Properly licensed and zoned motor vehicle, recreational or marine vehicle, utility trailer repair or restoration businesses are allowed to have outdoor storage of inoperable, wrecked, or dismantled customer owned motor vehicles, recreational or marine vehicles, utility trailer on their property while the vehicles are in the process of being repaired.
- (d) Properly licensed and zoned motor vehicle, recreational or marine vehicle, utility trailer towing or junk yard businesses are allowed to have outdoor storage of inoperable, abandoned, wrecked, dismantled, junked or partially dismantled motor vehicles, recreational or marine vehicles, utility trailer as long as they are not visible from any adjoining property or public road.
- (e) Any hobby stock motor vehicle or marine vehicle maintained in track-operable condition or regularly used for racing purposes. Any antique motor vehicle retained by the owner for antique collection purposes.
- (4) The storage of inoperable, abandoned, wrecked, dismantled, junked or partially dismantled motor vehicles, recreational or marine vehicles, utility trailers including antique or stock vehicles whether indoors or outdoors shall not create an unsanitary or hazardous premises as outlined in Sec 6-74 and 6-75.
- (5) The presence of an abandoned, wrecked, dismantled, inoperative, junked, or partially dismantled motor vehicle, recreational or marine vehicle, utility trailers or their parts thereof on private or public property is hereby declared to be a public nuisance which may be abated as such in accordance with the provisions of this article.
- (6) This section shall not be construed to permit the parking or placement of inoperable or abandoned motor vehicles, recreational or marine vehicles, utility trailers on any public street, right of way including easements or alley. Placement of inoperable or abandoned motor vehicles, recreational or marine vehicles, utility trailers on any public street, right of way including easements, or alley are subject to enforcement and impoundment by the Police Department.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-53. - Exceptions. **Repealed included in Section 6-52**

- ~~(a) This section shall not apply to any vehicle enclosed within a building or behind a privacy fence on private property or to any vehicle held in connection with a business enterprise,~~

~~lawfully licensed by the City and properly operated in an appropriate business zone, pursuant to the zoning laws of the City.~~

- ~~(b) Any hobby stock vehicle maintained in track operable condition or regularly used for racing purposes.~~
- ~~(c) Any antique motor vehicle retained by the owner for antique collection purposes.~~
- ~~(d) Any special interest vehicle retained by the owner for vehicle collection purposes.~~

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-54. - Unhitched trailers.

No person shall leave any type of **unhitched utility** trailer ~~unhitched~~ or allow any **unhitched utility trailer to include recreation or marine vehicle trailers** upon any street, public right-of-way including easements or public parking area. Any utility trailer located on private or public property shall be in operable condition and possess valid registration unless the utility trailer is in a state of repair, restoration, or reconstruction, which then compliance with Section 6-52 is required. Utility trailers include any trailers including semi-tractor trailers designed to be drawn by a motor vehicle and which are generally and commonly used to carry and transport items over the public highways. ~~or public parking area.~~

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-55. - Casual sale of vehicles and trailers.

No person making a casual sale of his **their** own motor vehicle, boat; **marine or recreational vehicle, or utility trailer**; motorized or otherwise, or trailer duly registered to ~~him~~**them** shall sell the vehicle or offer or display the motor vehicle, boat, **marine or recreational vehicle, or utility trailer** for sale at any location other than his **thier** current residence, place of employment, except at any site where the seller of the motor vehicle, boat, **marine or recreational vehicle, or utility or-trailer** has obtained prior written permission from the land owner. The written land owner permission must be visibly displayed in the vehicle offered for sale. ~~Only two vehicles, boats or trailers are allowed to be displayed on any one lot or parcel. Vehicles shall be parked so as not to impede traffic visibility on corners and intersections and shall not encroach on, in, over, or under any real property owned by the City or any public way, sidewalk, or public right of way owned by the City, including easements. A vehicle displayed for sale in a location in violation of this article may be towed no sooner than 48 hours after a warning sticker is placed on the vehicle. The warning sticker shall contain the following information:~~

- ~~(1) The date and time the warning sticker was affixed to the vehicle;~~
- ~~(2) A statement that pursuant to this article, if the vehicle is not removed within 48 hours of the time the sticker is affixed, it may be taken into custody and stored at the owner's expense or if the vehicle is located being displayed for sale in a location in violation of this article, within 48 hours from receipt of the warning sticker, the vehicle shall be taken into custody and stored pursuant to this article;~~
- ~~(3) A statement that if the vehicle is towed pursuant to this article, the owner will have the opportunity to challenge the action at a hearing, and a written notice of the procedure for the hearing will be mailed to the owner's address as provided by the state motor~~

~~vehicle division files or the files of the appropriate motor vehicle regulatory agency of another state;~~

~~(4) The location and telephone number where additional information may be obtained; and~~

~~(5) The identity of the affixing person.~~

Only two motor vehicles, recreational or marine vehicles or utility trailers or any combination thereof are allowed to be displayed on any one lot or parcel. Motor vehicles, marine or recreational vehicles, utility trailers shall be parked so as not to impede traffic visibility on corners and intersections and shall not encroach on, in, over, or under any real property owned by the City or any public way, sidewalk, or public right-of-way owned by the City, including easements.

A motor vehicle, marine or recreational vehicle, utility trailer displayed for sale in a public location in violation of this article or that is creating a hazardous or unsafe obstruction to vehicular or pedestrian traffic shall be subject to immediate impound. A vehicle displayed for sale in a private location in violation of this article shall result in a notice of violation to the property owner. The notice of violation shall allow the property owner 72 hours to remedy the violation unless the property owner has previously violated this section therefore the code enforcement officer may forgo the 72 hour remedy period and immediately file a criminal complaint on the violation.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-56. - Removal generally. **Repealed**

~~No Police Officer, Enforcement Officer, or City employee shall remove or cause to be removed any unattended vehicle from any street, alley or public way within the corporate limits, except as provided in this article.~~

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-57. - Notice to remove nuisance.

Whenever it comes to the attention of the ~~Enforcement Officer~~ **City** that any nuisance under this article exists in the City, a notice in writing shall be served upon the ~~occupant of the land where the nuisance exists, or in the case there is no such occupant, upon the owner of the property or his agent, notifying them of the existence of the nuisance and requesting its removal in the time specified in this article.~~ **property owner, or the occupant of the land via certified mail to the last known address on record, by posting the notice at a main entryway to the property or residence, or by personal service to the occupant, property owner, or adult resident 18 years of age or older residing at the property where the nuisance exists, notifying them of the existence of the nuisance and requesting its removal in the time specified.**

(Ord. No. 646, § 1, 11-12-13)



Sec. 6-58. - Responsibility for removal. ~~Repealed~~

~~Upon proper notice and opportunity to be heard, the owner of the abandoned, wrecked, dismantled or inoperative vehicle or vehicle or trailer offered for casual sale in a prohibited location and the owner or occupant of the private property on which the same is located, either or all of them, shall be responsible for its removal. In the event of removal and disposition by the City, the owner or occupant of the private property where same is located shall be liable for the expenses incurred.~~

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-59. - Circumstances permitting summary vehicle removal.

Any Police Officer or any Enforcement Officer who is authorized to direct traffic or enforce state or local parking or motor vehicle laws may remove or cause to be removed any vehicle within the corporate limits without prior notice to the owner or operator thereof when:

- (1) Any vehicle is left unattended on a bridge, viaduct or causeway or in any tube or tunnel where the vehicle constitutes an obstruction to traffic.
- (2) Any vehicle is parked or left standing upon a street, alley or public way in such a position as to obstruct normal movement of traffic or is in such a condition as to create a hazard to other traffic.
- (3) Any vehicle is found upon a street, alley or public way or private property and a report has been previously made that the vehicle has been stolen or a complaint has been filed and a warrant thereon issued charging that the vehicle has been stolen.
- (4) Any vehicle is found upon a street, alley, public way, right-of-way, or easement that is obstructing a City construction or infrastructure maintenance project.
- (5) Any vehicle is illegally parked so as to block the entrance to a private driveway.
- (6) Any vehicle is illegally parked so as to prevent access by firefighting equipment to a fire hydrant.
- (7) The person in charge of a vehicle upon a roadway is because of physical injuries, intoxication or any illness, incapacitated to such an extent as to be unable to provide for the custody or removal.
- (8) An officer arrests any person driving or in control of the vehicle for an alleged offense. ~~and the officer is by ordinance or by law required or permitted to take and does take the person arrested before a municipal judge without unnecessary delay.~~
- (9) An abandoned, unattended, wrecked, burned or partially dismantled vehicle is creating a traffic hazard because of its position in relation to the street, alley or public way or its physical location is causing the impeding of traffic.
- (10) The use of the street, alley or public way or any portion thereof is authorized by the City for a purpose other than the normal flow of traffic or for the movement of equipment, articles or structures of unusual size and the parking of any vehicle would prohibit or interfere with such use of movement and ~~the signs giving notice that such~~



vehicle may be removed. ~~are erected or placed within at least 24 hours prior to the removal.~~

- (11) Any vehicle is parked or left standing where prohibited by ordinance or other state or local law, provided that no vehicle may be removed unless signs are posted giving notice of the removal at least 24 ~~72~~ hours prior to the removal.
- (12) The vehicle is parked or standing in a manner so as to obstruct necessary emergency services, rerouting of traffic at the scene of a disaster and moving the vehicle to a legal parking location is impractical. However, the owner or operator of a vehicle so relocated or removed shall not be subject to any relocation, removal or storage charge if the vehicle is otherwise lawfully parked. Such charges shall be paid by the City.
- (13) When a motor vehicle is being driven unsafely under state law due to one of the following:

(a) Failure to have proof of mandatory financial responsibility or a valid driver's license as required under state law. Proof of an uninsured motor vehicle or an unlicensed driver may be provided through the following methods:

- (1) An admission by the driver or registered owner of the motor confirming the vehicle is not insured or admission by the driver that they do not have a valid driver's license; or failure to produce evidence of mandatory financial responsibility or driver's license upon an officer demand;
- (2) Confirmation through the New Mexico Motor Vehicle Division records or similar out of state database showing the motor vehicle's registration insurance status as uninsured, or currently suspended; or confirmation that the driver of the motor vehicle has a suspended, revoked, or no driver's license.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-60. - Notice procedure.

The City through its designated Enforcement Officer shall give notice of removal to the owner or occupant of the private property where a nuisance under this article is located. The notice shall ~~cite-describe~~ the violation ~~article/section~~ and shall establish a reasonable time limit for abatement thereof by the owner, occupant or tenants, which limit shall be not less than ~~two days~~ ~~72 hours and no~~ or more than 30 days after service of the notice- ~~unless the City through its designated enforcement officer extends the remedy period based on compliance by owner, occupant or tenant.~~ The notice may be served either personally or by mail at the owner's or occupant's last known address of record- ~~or by mail at the owner's or occupant's last known address of record or by posting the notice at a main entryway to the property or residence.~~ If such owner cannot be served, a copy of the ordinance from which this article derives shall be ~~posted on the property.~~

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-61. - Contents of notice.

The notice issued under this article shall contain the request for removal of the nuisance within the time specified in this article, and the notice shall advise that upon failure to comply with the notice to remove, the City ~~shall petition the Municipal Court in addition to any criminal complaint filed asking the court for an order to remove the vehicle(s) in violation from the property at the expense of the owner.~~ ~~or its designee shall undertake such removal with the cost of removal to be levied against the owner or occupant of the property.~~

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-62. - Request for hearing. **Repealed**

~~The persons to whom the notices are directed, or their duly authorized agents, may file a written request for a hearing before the City Manager, or its designee during the period of compliance prescribed in section 6-60 for the purpose of defending the charges by the City.~~

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-63. - Procedure for hearing. **Repealed**

~~The hearing provided for in this article shall be held as soon as practicable after the filing of the request and the persons to whom the notices are directed shall be advised of the time and place of such hearing at least seven days in advance thereof. At any such hearing the City and the persons to whom the notices have been directed may introduce such witnesses and evidence as either party deems necessary.~~

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-64. - ~~Removal of motor vehicle from property.~~ **Interfering, hindering or refusing to allow removal of motor vehicle from property.**

~~If the violation of this article described in the notice has not been remedied within period of compliance, or in the event that a notice requesting a hearing is timely filed, a hearing is had, and the existence of the violation is affirmed by the City Manager, or its designee, the Enforcement Officer or his designee shall have the right to take possession of the junked motor vehicle and remove it from the premises. It shall be unlawful for any person to interfere with, hinder, or refuse to allow such person or persons to enter upon private property for the purpose of removing the vehicle under the provisions of this article.~~

**It shall be unlawful for any person to interfere with, hinder, or refuse to allow such person or persons to enter upon private property for the purpose of removing the vehicle under the provisions of this article.**

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-65. - Notice of removal.

Within 48 hours of the removal of any vehicle under this article, the Enforcement Officer shall give notice to the registered owner of the vehicle, if known, and also to the owner or occupant of the private property from which the vehicle was removed, that such vehicle has been

impounded and stored for violation of this article. The notice shall give the location of where the vehicle is impounded and the costs incurred by the City, or the private firm for removal.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-66. - Use of private firms for removal, relocation, storage, or disposition.

(a) A person, private business or company may remove or place a motor vehicle, recreational and marine vehicle, or utility trailer in storage whenever:

- (1) Requested to do so by the owner or operator of the vehicle;
- (2) Directed to do so by an authorized Enforcement Officer or Police Officer pursuant to the sections of this article; or
- (3) Otherwise allowed by law.

(b) No removal or storage shall be undertaken at the direction of an authorized City employee or Police Officer unless the person ordering the removal or storage provides to each private business or company taking possession of the vehicle a copy of the tow impound sheet.

(c) The removal, relocation, storage and disposition, of motor vehicles, recreational and marine vehicles, or utility trailers pursuant to this article or sections may occur through a private towing or storage company that is properly licensed, insured and bonded to perform such services. The private towing or storage company shall set impound, storage and/or other authorized fees pursuant to law and or any rules and regulations required by the Public Regulation Commission.

(d) Any liens and disposal of unclaimed or abandoned motor vehicles sought by the private towing or storage company for the removal, relocation, storage and disposition, of motor vehicles, recreational and marine vehicles, or utility trailers pursuant to this article or sections shall comply with NMSA Chapter 48-3-19, NMSA Chapter 66 and or any rules and regulations required by the Public Regulation Commission.

~~When the City chooses to delegate the removal or storage to a private business or company, the City may enter into a franchise or contract with the private business or company. Such franchise or contract shall at a minimum provide for the following:~~

- ~~(1) Require the private company or business to obtain compensation for the removal and storage of unclaimed vehicles by obtaining a lien and foreclosing the lien.~~
- ~~(2) —Set the rates for removal and storage of vehicles which will be paid to the private business or company by the City whenever a vehicle is reclaimed from storage and the City is liable for such costs under [NMSA 1978,] § 14-2-8.~~
- ~~(3) —Require the private business or company to provide a performance bond.~~
- ~~(4) —Require the private business or company to carry liability insurance and hold the City harmless against negligent relocation, removal or storage.~~

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-67. - Liens.

- (a) Whenever a vehicle has been removed under this article and placed in storage, the owner of the storage facility may obtain a lien on the vehicle to compensate the owner for removal and storage of the vehicle when a Municipal Judge issues an order upholding the legality of the removal, storage or assessment or the owner fails to challenge the removal and storage in the manner specified in section 6-45 [6-66].
- (b) No lien shall attach to any personal property in or on the vehicle.
- (c) If a hearing has been conducted by the Municipal Judge on the legality of the removal and storage, the legality of assessing the owner or driver of the vehicle, or liability for removal and storage charges and the Judge rules that removal and storage or the assessment were legal, the owner of the storage facility shall have a lien on the vehicle to cover costs of removal and storage.
- (d) If no hearing on the legality of the removal and storage was conducted, the owner of the storage facility desiring to obtain a lien on the vehicle shall send written notice of hearing to the registered owner of the vehicle. Such hearing shall be held before the Municipal Judge no less than ten days after the notice is sent by registered or certified mail, return receipt requested. If no signed receipt is received, the hearing shall be not less than ten days after notice by publication is made at least twice, no less than seven days apart, in a newspaper of general circulation. Such notice by mail or publication shall contain notice written in bold type or all capitals stating the lien could be attached to the vehicle in favor of the owner of the storage facility if the owner of the vehicle does not appear at the hearing.
- (e) If the owner of the vehicle does not appear at the hearing and if a prima facie case showing compliance with this article is proved, the Judge shall order that the removal and storage were legal and that the assessment of the removal and storage charges against the owner of the vehicle are proper. The prima facie case is established by the introduction of a copy of the order for the removal and storage and the order which has been substantially and materially completed correctly.
- (f) All liens created under this section shall be enforced and foreclosed in any manner allowed by law.

(Ord. No. 646, § 1, 11-12-13)

Secs. 6-68—6-70. - Reserved.



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 16<sup>th</sup> day of May, 2022.

**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this 11<sup>th</sup> day of May, 2022.**

---

**Amanda Forrister, Mayor**

**ATTEST:**

---

**Angela A. Torres, City Clerk**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

Agenda Item # : H.1

**SUBJECT:** Presentation, review, and approval of the Law Enforcement Aided Diversion Programs Memorandum of Understanding (MOU).

**DEPARTMENT:** Police Department

**DATE SUBMITTED:** April 5, 2022

**SUBMITTED BY:** Chief Victor Rodriguez

**WHO WILL PRESENT THE ITEM:** Lisa Daniel, Olive Tree Executive Director and Victor Rodriguez, Chief of Police

**Summary/Background:**

Commission approval of the Memorandums of Understanding for Crisis Response Team and Law Enforcement Aided Diversion between Sierra County Government, Truth or Consequences Police Department and Olive Tree Behavioral Health Community Center

**Recommendation:**

**Approval of MOU.**

**Attachments:**

- Memorandums of Understanding for Crisis Response Team and Law Enforcement Aided Diversion between Sierra County Government, Truth or Consequences Police Department and Olive Tree Behavioral Health Community Center

**Fiscal Impact (Finance):** No  
None

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

No objections

**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 4-13-2022

Memorandum of Understanding (MOU)  
Sierra County Government New Mexico  
Law Enforcement Assisted Diversion Program (LEAD)

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 By and Between SIERRA COUNTY GOVERNMENT NEW MEXICO, TRUTH OR CONSEQUENCES POLICE DEPARTMENT NEW MEXICO, AND THE OLIVE TREE BEHAVIORAL HEALTH COMMUNITY CENTER regarding the Law Enforcement Assisted Diversion Program (LEAD).

**WHEREAS** Sierra County and its residents want to improve public safety and public health by reducing the potential for criminal behavior by persons struggling with problematic substance use issues in their community; and

**WHEREAS**, booking, prosecuting, and jailing individuals with substance use issues has had inconsistent effectiveness in improving either public safety or public health; and

**WHEREAS** interventions that connect individuals with substance use issues with LEAD and follow-up services cost less and show promising data that they tend to be more successful than processing these individuals through the criminal justice system and/or ER; and

**WHEREAS** the parties to this MOU have an understanding that LEAD presents a unique opportunity to work with local partners on a new strategy that holds promise for effecting systemic changes and paradigm shift in the public response to individuals with substance use issues; and

**WHEREAS** a program grounded in harm reduction and de-escalation may provide better results than traditional methods; and

**WHEREAS** harm reduction and treatment are a public health philosophy and an intervention measure that seeks to reduce the harms associated with substance use issues.

**NOW, THEREFORE, THE PARTIES STATE THEIR MUTUAL UNDERSTANDING AND INTENT AS FOLLOWS:**

**Formation, Purposes and Membership in the LEAD Steering Committee**

The LEAD Steering Committee (LSC) is hereby formed LEAD. The purpose of the LSC is to make policy and policy-level decisions regarding the LEAD program, to provide periodic administrative oversight of the program, and to protect the integrity of the LEAD model and uphold its guiding principles. The LSC membership shall consist of representatives from each of the following entities and organizations:

1. Truth or Consequences Police Department, New Mexico;
2. Seventh Judicial District Attorney's Office, New Mexico;
3. Sierra County Public Defender's Office, New Mexico;
4. The Olive Tree Behavioral Health Community Center;
5. Sierra County Government, New Mexico;
6. Sierra County Sheriff's Office, New Mexico;
7. Sierra County Misdemeanor Compliance, New Mexico;
8. State Police, New Mexico;
9. Elephant Butte Park Rangers, New Mexico.



By written amendment signed by all parties to this MOU, additional member entities and organizations may be added to the LSC, as either voting or advisory members. Additional members shall be added, upon unanimous consent of the LSC members.

## **RESPONSIBILITIES**

The role of the LSC is to make policy level decisions regarding the LEAD program, provide periodic administrative oversight of the program, and to uphold the guiding principles of the model including a commitment to harm reduction. Specific responsibilities include:

1. Review and approve LEAD referral and protocols;
2. Collaborate with The Olive Tree Behavioral Health Community Center who is contracted with Sierra County New Mexico Government for LEAD.
3. Adhere to the LEAD Implementation Plan by training Staff in LEAD Protocol in the field.
4. In accordance with the Health Insurance Portability and Accountability Act (“HIPAA”) and all other federal, state, and local laws and regulations, make available criminal justice and human services system data for comparison and evaluative purposes;
5. Oversee LEAD program implementation, including:
  - a) Regular review of LEAD reports/data.

- b) Ensure a commitment to a harm reduction philosophy and solicitation and review of community feedback.

### **MOU Signatories' Individual Statement of Intent**

The parties signing this MOU specifically state their respective intent and commitment as follows:

**Sierra County Government, New Mexico** - commits to participate in the LEAD program on both an operational and policy level and will assist with legislative advocacy and fundraising as needed. Sierra County New Mexico will appoint a Designee to both the Steering Committee (which will meet quarterly) and Operations Work Group (which will meet monthly to discuss cases). The Designee(s) shall serve on each group as long as both groups exist or unless and until Sierra County, New Mexico withdraws from the LEAD program.

**Truth or Consequences Police Department, New Mexico** - agrees to: i) commit to participate in the LEAD program on both an operational and policy level; ii) assign personnel to the program if available, including certified officers with the Department, who will receive additional focused training on harm reduction, LEAD Training and the LEAD referral process; and iii) appoint a Designee to both the Steering Committee (which will meet quarterly) and Operations Work Group (which will meet monthly to discuss cases if T or C PD has current individuals diverted to LEAD). The Designee(s) shall serve on each group, per paid time agreement, and/or as long as both groups exist, or until the Truth or Consequences Police Department, New Mexico withdraws from the LEAD program.

**The Olive Tree Behavioral Health Community Center** - will dedicate staffing resources for the LEAD Program, provide technical assistance, and assist with legislative advocacy, fundraising, document drafting, steering committee consultation, and troubleshooting as needed. The Olive Tree Behavioral Health Community Center with other partners, will advocate for fidelity to agreed protocols and core principles of LEAD. The Olive Tree Behavioral Health Community Center, along with other partners, will be responsible for communication with interested policymakers and community for LEAD in other jurisdictions regarding the LEAD implementation process. The Olive Tree Behavioral Health Community Center will appoint a Designee to both the Steering Committee (which will meet quarterly) and Operations Work Group (which will meet monthly to discuss cases). The Designee shall serve on each group as long as both groups exist or unless and until The Olive Tree Behavioral Health Community Center withdraws from the LEAD program.

## **GOVERNANCE**

Participation in the LEAD is voluntary and any member may withdraw unilaterally at any time for any reason with ten days written notice to the other parties. This MOU does not amend any law or ordinance; nor does it create any binding obligation on the part of any signatory. This MOU simply memorializes the intent of the LSC members in participating in this project and describes the responsibilities they understand to be accepting through their participation.

All decisions of the LSC shall be made by consensus. For purposes of this MOU, "consensus" means a resolution that is acceptable to all participants even if not ideal to one or more.

Each LSC member shall designate one representative for purposes of determining consensus in LSC's decisions, but multiple representatives from each organization may attend meetings and participate in discussions, as non-voting representatives.

This MOU shall be signed by each individual agency and shall be effective as of the date it is signed by the party. It shall remain in effect until May 2nd, 2023. No amendment or modification of this MOU will have effect unless it is made in writing and agreed to by all signatories or their successors.

## **LIABILITY**

Sierra County New Mexico

Truth or Consequences Police Department New Mexico

Olive Tree Behavioral Health Community Center

### **Confidentiality and HIPAA Compliance**

Agencies listed in this MOU will abide by patient confidentiality laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 U.S.C. §1320d et seq., 45 C.F.R. Parts 160 & 164, and the Confidentiality Law, 42 U.S.C. §290dd-2, 42 C.F.R. Part 2. Under these laws, designated agencies of this MOU may not disclose to anyone that a client attends the program, nor disclose any information identifying a client as an alcohol and drug abuser or disclose any other protected information except as permitted by federal law. Written consent must be obtained before it can disclose any information. All other parties to this MOU shall constitute “business associates” as that term is defined in 45 C.F.R. Part 160.103.

All required business associate agreements shall be executed separately from this MOU. Each party shall only be liable for its actions in accordance with this MOU. Each party shall not be liable for the acts of the other parties to this MOU, or their employees, officials, agents, executives, boards, contractors, or advisors. Any liability incurred by any and/or all participants in connection with this MOU is subject to the immunities and the limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA



1978, as amended. All LEAD participants, and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in the Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

Each party has an affirmative duty to inform all other parties to this MOU of any “notice of claim” or other threat of litigation made against it whatsoever. In the event litigation ensues against one or all of the parties to this MOU, each party agrees to cooperate with the defense of the named parties in the litigation.

It is expressly understood by the parties that all branches of law enforcement operating within Sierra County are charged with the protection of life and property. As a result, all law enforcement operating within Sierra County shall be afforded discretion to perform their law enforcement functions at all times while performing under the aim of the MOU. The decision of law enforcement operating within Sierra County to meet their duties to protect life and property shall not be a violation of this MOU.

## **MISCELLANEOUS PROVISIONS**

This MOU incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this MOU. No prior statements, representations, promises, or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU. Each

party shall maintain liability insurance or qualify as a self-insured entity, as required by law.

It is specifically agreed between the parties executing this MOU that it is not intended by any of the provisions of any part of the MOU to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the MOU to maintain, pursuant to the provisions of the MOU, a suit of any nature, including but not limited to suits alleging wrongful death, negligence, bodily and/or personal injury to person(s), damages to property, and/or any other cause of action.

This MOU shall be construed in accordance with the laws of the State of New Mexico. This MOU shall be in full force and effect upon execution and approval of all parties hereto. If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision the MOU would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. Amendments and alterations to this MOU after execution may only be made in writing signed by all parties.

**Sierra County Government, New Mexico**

**X**

---

Official Designee (PRINT NAME & TITLE)

**X**

---

Official Designee (SIGNATURE)

**X**

---

Date

**Truth or Consequences Police Department, New Mexico**

**X**

---

Official Designee (PRINT NAME & TITLE)

**X**

---

Official Designee (SIGNATURE)

**X**

---

Date

**The Olive Tree Behavioral Health Community Center**

**X**

---

Executive Director Lisa Daniel (PRINT NAME & TITLE)

**X**

---

Executive Director Lisa Daniel (SIGNATURE)

**X**

---

Date



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

Agenda Item # : H.2

**SUBJECT:** Presentation, review, and approval of the Crisis Response Team Memorandum of Understanding (MOU).

**DEPARTMENT:** Police Department

**DATE SUBMITTED:** April 5, 2022

**SUBMITTED BY:** Chief Victor Rodriguez

**WHO WILL PRESENT THE ITEM:** Chief Victor Rodriguez

**Summary/Background:**

Presentation of Crisis Response Team program.

**Recommendation:**

Approval of MOU

**Attachments:**

- Crisis Response Team Memorandum of Understanding

**Fiscal Impact (Finance):** No

None

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

No objections

**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 4-13-2022

Memorandum of Understanding (MOU)  
Sierra County Government New Mexico  
Crisis Response Team (CRT)

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 By and Between SIERRA COUNTY GOVERNMENT NEW MEXICO, CITY OF TRUTH OR CONSEQUENCES POLICE DEPARTMENT NEW MEXICO, AND THE OLIVE TREE BEHAVIORAL HEALTH COMMUNITY CENTER regarding the Crisis Response Team (CRT).

**WHEREAS** Sierra County and its residents want to improve public safety and public health by reducing the potential for criminal behavior by persons struggling with problematic mental health issues in their community; and

**WHEREAS**, booking, prosecuting, and jailing individuals with mental health issues has had inconsistent effectiveness in improving either public safety or public health; and

**WHEREAS** interventions that connect individuals with mental health issues with CRT and follow-up services cost less and show promising data that they tend to be more successful than processing these individuals through the criminal justice system and/or ER; and

**WHEREAS** the parties to this MOU have an understanding that CRT presents a unique opportunity to work with local partners on a new strategy that holds promise for effecting systemic changes and paradigm shift in the public response to individuals with mental health issues; and



**WHEREAS** a program grounded in harm reduction and de-escalation may provide better results than traditional methods; and

**WHEREAS** harm reduction and treatment are a public health philosophy and an intervention measure that seeks to reduce the harms associated with mental health issues.

**NOW, THEREFORE, THE PARTIES STATE THEIR MUTUAL UNDERSTANDING AND INTENT AS FOLLOWS:**

**Formation, Purposes and Membership in the CRT Steering Committee**

The CRT Steering Committee (LSC) is hereby formed CRT. The purpose of the LSC is to make policy and policy-level decisions regarding the CRT program, to provide periodic administrative oversight of the program, and to protect the integrity of the Crisis Intervention Team (CIT) model, which is what CRT is built on, and to uphold its guiding principles. The LSC membership shall consist of representatives from each of the following entities and organizations:

1. Truth or Consequences Police Department, New Mexico;
2. Seventh Judicial District Attorney's Office, New Mexico;
3. Sierra County Public Defender's Office, New Mexico;
4. The Olive Tree Behavioral Health Community Center;
5. Sierra County Government, New Mexico;
6. Sierra County Sheriff's Office, New Mexico;
7. Sierra County Misdemeanor Compliance, New Mexico;
8. State Police, New Mexico;
9. Elephant Butte Park Rangers, New Mexico.

By written amendment signed by all parties to this MOU, additional member entities and organizations may be added to the LSC, as either voting or advisory members. Additional members shall be added, upon unanimous consent of the LSC members.

## **RESPONSIBILITIES**

The role of the LSC is to make policy level decisions regarding the CRT program, provide periodic administrative oversight of the program, and to uphold the guiding principles of the CIT model including a commitment to harm reduction. Specific responsibilities include:

1. Review and approve CRT referral and protocols;
2. Collaborate with The Olive Tree Behavioral Health Community Center who is contracted with Sierra County New Mexico Government for CRT.
3. Adhere to the CRT Implementation Plan by training Staff in the CIT Model.
4. In accordance with the Health Insurance Portability and Accountability Act (“HIPAA”) and all other federal, state, and local laws and regulations, make available criminal justice and human services system data for comparison and evaluative purposes;
5. Oversee CRT program implementation, including:
  - a) Regular review of CRT reports/data.
  - b) Ensure a commitment to a harm reduction philosophy and solicitation and review of community feedback.

## **MOU Signatories' Individual Statement of Intent**

The parties signing this MOU specifically state their respective intent and commitment as follows:

**Sierra County Government, New Mexico** - commits to participate in the CRT program on both an operational and policy level and will assist with legislative advocacy and fundraising as needed. Sierra County New Mexico will appoint a Designee to both the Steering Committee (which will meet quarterly) and Operations Work Group (which will meet monthly to discuss cases). The Designee(s) shall serve on each group as long as both groups exist or unless and until Sierra County, New Mexico withdraws from the CRT program. Sierra County Government, New Mexico commits to offering paid time submission for any/all Designated Officer(s) of the Truth or Consequences Police Department New Mexico. Paid time includes the following:

---

---

---

---

**Truth or Consequences Police Department, New Mexico** - agrees to: i) commit to participate in the CRT program on both an operational and policy level; ii) assign personnel to the program if available, including certified officers with the Department, who will receive additional focused training on harm reduction via the CIT Training

Model and the CRT referral process; and iii) appoint a Designee to both the Steering Committee (which will meet quarterly) and Operations Work Group (which will meet monthly to discuss cases if the Truth or Consequences Police Department has current individuals referred to CRT). The Designee(s) shall serve on each group as long as both groups exist or unless and until the Truth or Consequences Police Department New Mexico withdraws from the CRT program.

**The Olive Tree Behavioral Health Community Center** - will dedicate staffing resources for the CRT Program, provide technical assistance, and assist with legislative advocacy, fundraising, document drafting, steering committee consultation, and troubleshooting as needed. The Olive Tree Behavioral Health Community Center with other partners, will advocate for fidelity to agreed protocols and core principles of CRT as established by the CIT Model. The Olive Tree Behavioral Health Community Center, along with other partners, will be responsible for communication with interested policymakers and community for CRT in other jurisdictions regarding the CRT implementation process. The Olive Tree Behavioral Health Community Center will appoint a Designee to both the Steering Committee (which will meet quarterly) and Operations Work Group (which will meet monthly to discuss cases). The Designee shall serve on each group as long as both groups exist or unless and until The Olive Tree Behavioral Health Community Center withdraws from the CRT program.

## **GOVERNANCE**

Participation in the CRT program is voluntary, and any member may withdraw unilaterally at any time for any reason with ten days written notice to the other parties.

This MOU does not amend any law or ordinance; nor does it create any binding obligation on the part of any signatory. This MOU simply memorializes the intent of the LSC members in participating in this project and describes the responsibilities they understand to be accepting through their participation.

All decisions of the LSC shall be made by consensus. For purposes of this MOU, "consensus" means a resolution that is acceptable to all participants even if not ideal to one or more.

Each LSC member shall designate one representative for purposes of determining consensus in LSC's decisions, but multiple representatives from each organization may attend meetings and participate in discussions, as non-voting representatives.

This MOU shall be signed by each individual agency and shall be effective as of the date it is signed by the party. It shall remain in effect until May 2nd, 2023. No amendment or modification of this MOU will have effect unless it is made in writing and agreed to by all signatories or their successors.



## **LIABILITY**

Sierra County New Mexico

Truth or Consequences Police Department, New Mexico

Olive Tree Behavioral Health Community Center

### **Confidentiality and HIPAA Compliance**

Agencies listed in this MOU will abide by patient confidentiality laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 U.S.C. §1320d et seq., 45 C.F.R. Parts 160 & 164, and the Confidentiality Law, 42 U.S.C. §290dd-2, 42 C.F.R. Part 2. Under these laws, designated agencies of this MOU may not disclose to anyone that a client attends the program, nor disclose any information identifying a client as an alcohol and drug abuser or disclose any other protected information except as permitted by federal law. Written consent must be obtained before it can disclose any information. All other parties to this MOU shall constitute “business associates” as that term is defined in 45 C.F.R. Part 160.103.

All required business associate agreements shall be executed separately from this MOU. Each party shall only be liable for its actions in accordance with this MOU. Each party shall not be liable for the acts of the other parties to this MOU, or their employees, officials, agents, executives, boards, contractors, or advisors. Any liability incurred by any and/or all participants in connection with this MOU is subject to the immunities and the limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA

1978, as amended. All CRT participants, and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in the Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

Each party has an affirmative duty to inform all other parties to this MOU of any “notice of claim” or other threat of litigation made against it whatsoever. In the event litigation ensues against one or all of the parties to this MOU, each party agrees to cooperate with the defense of the named parties in the litigation.

It is expressly understood by the parties that all branches of law enforcement operating within Sierra County are charged with the protection of life and property. As a result, all law enforcement operating within Sierra County shall be afforded discretion to perform their law enforcement functions at all times while performing under the aim of the MOU. The decision of law enforcement operating within Sierra County to meet their duties to protect life and property shall not be a violation of this MOU.

## **MISCELLANEOUS PROVISIONS**

This MOU incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this MOU. No prior statements, representations, promises, or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU. Each

party shall maintain liability insurance or qualify as a self-insured entity, as required by law.

It is specifically agreed between the parties executing this MOU that it is not intended by any of the provisions of any part of the MOU to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the MOU to maintain, pursuant to the provisions of the MOU, a suit of any nature, including but not limited to suits alleging wrongful death, negligence, bodily and/or personal injury to person(s), damages to property, and/or any other cause of action.

This MOU shall be construed in accordance with the laws of the State of New Mexico. This MOU shall be in full force and effect upon execution and approval of all parties hereto. If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision the MOU would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. Amendments and alterations to this MOU after execution may only be made in writing signed by all parties.

**Sierra County Government, New Mexico**

**X**

---

Official Designee (PRINT NAME & TITLE)

**X**

---

Official Designee (SIGNATURE)

**X**

---

Date

**Truth or Consequences Police Department, New Mexico**

**X**

---

Official Designee (PRINT NAME & TITLE)

**X**

---

Official Designee (SIGNATURE)

**X**

---

Date

**The Olive Tree Behavioral Health Community Center**

**X**

---

Executive Director Lisa Daniel (PRINT NAME & TITLE)

**X**

---

Executive Director Lisa Daniel (SIGNATURE)

**X**

---

Date



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: H.3*

**SUBJECT:** Approval of Contract with Parkhill

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** April 6, 2022

**SUBMITTED BY:** Traci Alvarez

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

***Summary/Background:***

Award recommendation presented to the Commission on 4/20/21 for RFP #20-21-011, Multiple Engineering and Architecture Projects Under a Single Contract.

***Recommendation:***

Approval of Contract

***Attachments:***

- Contract

***Fiscal Impact (Finance):*** Yes

Contract services per task order, varying costs

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

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

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

***Final Approval:*** ☐ City Manager

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

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022



**CITY OF TRUTH OR CONSEQUENCES  
PROFESSIONAL SERVICES CONTRACT**

**FOR  
ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND LANDSCAPE  
ARCHITECTURAL SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into this 17<sup>th</sup> day of November ("Effective Date") by and between the City of Truth or Consequences ("City"), a political subdivision in the State of New Mexico, whose address is 505 Sims Street, Truth or Consequences, New Mexico 87901, and Parkhill, ("Contractor"), with its principal place of business at 333 Rio Rancho Blvd. NE Suite 400, Albuquerque, NM 87124 (herein referred to individually as "Party" or collectively as "Parties").

WHEREAS, the City requires certain Architectural, Surveying, Planning, Engineering, and Landscape Architectural Services as set forth in its Request for Proposals (RFP) #20-21-011 on an as needed basis only per individual TASK ORDERS; and

WHEREAS, Contractor submitted a proposal to provide such Engineering, Architectural, Surveying and Environmental Services and Contractor represents ~~represents~~ ~~(delete, insert: "acknowledges")~~ that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner;

NOW, THEREFORE, it is mutually agreed by the City and Contractor that for the considerations set forth herein, Contractor shall provide said services to the City as set forth below and in RFP #20-21-011.

Once the specific scope of services of a Project is agreed upon between the City and the Contractor, the contractor shall provide the services described in an individual TASK ORDER. The TASK ORDER can only be initiated and approved by the City.

The City and the Contractor in consideration of their mutual covenants herein agree in respect to the performance of normal professional consulting services by the Contractor and the payment for those services by City as set forth in the Scope of Work (**EXHIBIT A**).

**1. TERM**

The Term of this Contract commences on November 17, 2021 and ends on November 16, 2022. Renewal, if applicable, can only be initiated by the City after approval of the City Commission.

**2. INCORPORATION**

The Parties agree that this Contract is in reference to and incorporates the City of Truth or Consequences' RFP #20-21-011 and all documents included therein and attachments and appendices thereto, and Contractor's responsive proposal and all documents included therein and attachments thereto.

### 3. CONTRACT DOCUMENTS

The Contract Documents shall include this Contract and all attachments and appendices thereto, the City of Truth or Consequences' RFP # 20-21-011 and all documents included therein and attachments and appendices thereto, and Contractor's responsive proposal and all documents included therein and attachments thereto. In the event of any discrepancy among the documents, this Contract shall prevail.

The documents included in the contract are intended to be complementary and to describe a complete work. If the City determines a conflict exists between the contract documents, the City shall decide which document will be applied and the Contractor shall then complete the work according to the interpretation made by the City.

### 4. SCOPE OF WORK

Contractor agrees to perform any and all consultation, services, activities, ~~construction,~~ and tasks set forth or described in the City's RFP #20-21-011 and as called for by this Contract and approved Purchase Orders (the "Work"). All Work called for by individual Purchase Orders shall be performed in strict accordance with this Contract.

Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the City, all materials necessary to efficiently and effectively perform the Work.

The awarded contractor shall provide the services as listed in the Scope of Work (EXHIBIT A).

### 5. CONTRACTOR'S COVENANTS, ~~AND ACKNOWLEDGES REPRESENTATIONS,~~ ~~AND WARRANTIES~~ (delete, insert: "ACKNOWLEDGMENTS")

- 5.1 Contractor covenants ~~and acknowledges,~~ ~~represents and warrants~~ (delete, insert: "and ~~acknowledges~~") to the City that it: (a) is an organization of professionals experienced in the type of services the City is engaging the Contractor to perform; (b) is authorized, licensed and registered to do business in the State of New Mexico; (c) is qualified, willing and able to perform professional services for the City; and, (d) has the expertise, training and ability to provide professional services which will meet the City's objectives and requirements.
- 5.2 Contractor covenants ~~and acknowledges,~~ ~~represents and warrants~~ (delete, insert: "and ~~acknowledges~~") that each and every Contractor's employee engaged in the services provided under this Contract is fully qualified, able, licensed, registered, authorized, and has the expertise and training to provide such services to the City.
- 5.3 Contractor covenants ~~and acknowledges,~~ ~~represents and warrants~~ (delete, insert: "and ~~acknowledges~~") that it has sufficient resources and personnel to perform the obligations set forth in this Contract, including, without limitation, performing the services, and procuring alternative capability in the event that Contractor's primary

resources in performing the services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor's obligations pursuant to this Contract.

- 5.4 Contractor covenants and acknowledges ~~represents and warrants~~(delete, insert: "and acknowledges") that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants and acknowledges ~~represents and warrants~~(delete, insert: "and acknowledges") that Contractor shall comply and shall cause each and every of its employees who perform services under this Contract to comply with the standard and typical interpretations of all(prefer to delete and insert: "the standard and typical interpretations of") laws of all applicable governmental authorities in the conduct of Contractor's activities pursuant to, and arising from, this Contract.
- 5.5 Contractor covenants, represents and warrants that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services. ~~This is OK to represent and warrant.~~
- 5.6 Contractor covenants and acknowledges ~~represents and warrants~~(delete, insert: "and acknowledges") that it shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet ~~or exceed~~ the prevailing practices and standards of the trade from which the services are provided. To the extent that the City is held financially responsible for any deficiencies in the services performed by the Contractor, Contractor agrees to cure such deficiencies at the sole cost to the Contractor.
- 5.7 Contractor covenants and acknowledges ~~represents and warrants~~(delete, insert: "and acknowledges") that each individual signing this Contract on behalf of Contractor and acknowledges ~~represents and warrants~~(delete, insert: "and acknowledges") that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval is necessary to enter into this binding Contract. Contractor further covenants and acknowledges ~~represents and warrants~~(delete, insert: "and acknowledges") that this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms. ~~5.7 does not refer to the performance of professional services, but it is preferable to delete represents and warrants if possible.~~
- 5.8 Contractor covenants and acknowledges ~~represents and warrants~~ (delete, insert: "and acknowledges") that Contractor is duly registered as an employer under the New Mexico Workers' Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act. ~~5.8 does not refer to the performance of professional services, but it is preferable to delete represents and warrants if possible.~~
- 5.9 Contractor covenants and acknowledges ~~represents and warrants~~(delete, insert: "and acknowledges") that Contractor is financially solvent and able to pay its debts as

they mature. 5.9 does not refer to the performance of professional services, but it is preferable to delete represents and warrants if possible.

## 6. SITE INVESTIGATION

Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions and physical conditions and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The City assumes no responsibility for any understanding or representations made by any of its employees or agents during or prior to the negotiations and execution of the Contract, unless such understanding or representations are expressly stated herein and this Contract expressly provides that responsibility therefor is assumed by the City.

## 7. CHANGED CONDITIONS

Contractor shall, as soon as practicable and before such physical conditions are disturbed, notify the City in writing of subsurface or latent physical conditions at the City facilities or premises of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The City will promptly investigate the conditions, and if it is found that such conditions materially differ and cause an increase or decrease in the cost of, or the time require for, performance of this Contract, an equitable adjustment shall be made and this Contract shall be modified accordingly in writing. Any claim by Contractor for adjustment hereunder shall be denied unless it has given notice as required above, provided that the City, if it determines the facts justify, may consider and adjust any such claim asserted before the date of final settlement and payment of this Contract.

## 8. WORKMANSHIP

Although Contractor has the authority to control and direct the performance of the details of the Work, the Work contemplated herein must meet the City's standards and approval and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The City shall have the right to reject defective Work or require its correction. If Contractor fails to correct rejected Work within the time allowed by the City, the City may, by contract or otherwise, correct such workmanship and charge the cost thereof to Contractor, or the City may terminate the right of Contractor to proceed with the Work as provided in the Termination clause of this Contract. The City, at its option, may deduct an equitable amount from the contract price/compensation for uncorrected Work if it deems it inexpedient to correct the Work not performed in accordance with this Contract. Contractor agrees to comply with standard and typical interpretations of ~~all~~ (prefer to delete and insert: "standard and typical interpretations of") federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Work, Contractor or Contractor's business. The City will designate a representative who shall be authorized to act for the City in all matters related to Contractor's performance of the Services.

## 9. COMPENSATION

For the CONTRACTOR's Services described in this Agreement, the CITY shall compensate the CONTRACTOR as follows:

- 9.1 Compensation for the Services shall be negotiated between the CITY and CONTRACTOR prior to initiating the Services and shall be specified in the applicable TASK ORDER.
- 9.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONTRACTOR's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month.
- 9.3 Contractor will mail all monthly invoices to: The City of Truth or Consequences, Attention: Accounts Payable, 505 Sims Street, Truth or Consequences, NM 87901. After approval of the Contractor's monthly invoice, and provided there are no disputes regarding the invoice, the City will pay the Contractor for satisfactorily performed Work within thirty (30) working days of receipt of the monthly invoice from the Contractor.
- 9.4 If the CITY fails to make monthly payments due the CONTRACTOR, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, suspend services under this Agreement.
- 9.5 No deductions shall be made from the CONTRACTOR's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.
- 9.6 If the Project is delayed or if the CONTRACTOR's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONTRACTOR's control, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, terminate this Agreement and the CITY shall compensate the CONTRACTOR in accordance with the termination provision contained in this Agreement.
- 9.7 In the event that the City terminates this Contract for Contractor's breach, the City will pay Contractor for work performed before the termination date less any setoff to which the City is entitled if and only if Contractor performed such Work in accordance with this Contract and to the City's satisfaction.
- 9.8 The City shall have a right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive and/or illegal payments.
- 9.9 The Contractor's acceptance of final payment of the amount due under this Contract shall operate as a full release of the City, its board of education, employees ~~and agents~~ from all liabilities, claims and obligations whatsoever arising from or under this Contract.



## 10. CONTRACTOR'S PERSONNEL

The City retains the right to prior and continuing approval of any and all personnel, including subcontractor employees, if any, providing services under this Contract.

## 11. PROTECTION OF WORK AND PROPERTY

Contractor shall continuously maintain adequate protection of Work from damage and shall endeavor to ~~(preferable to insert: "endeavor to")~~ protect the City's property at all times from injury or loss arising in connection with the Contract. Contractor shall make good at its own expense any such damage, injury or loss that may result from its effort in connection with the Work. Contractor shall provide all facilities for protection required by public authority or local conditions.

## 12. LICENSES, PERMITS, AND REGULATIONS

Contractor shall, without additional expense to the City, obtain all licenses and permits required of the prosecution of the Work. Contractor shall conduct its operations in compliance with standard and typical interpretations of ~~all (prefer to delete and insert: "standard and typical interpretations of")~~ laws, rules, regulations and ordinances of the federal, state, and local governments and their authorized agencies. Contractor shall indemnify and save harmless the City from and against any claims, damage, and expense arising from the violation by Contract of any such law, rule regulation or ordinance.

## 13. RECORDS

Contractor shall maintain records as required in compliance with applicable federal, state, or local laws, ordinances, codes, and City policies, but in no case for a period of less than four (4) years after the date of termination of this Contract. At any time during normal business hours and as the City may deem necessary, there shall be made available to the City for examinations of all Contractor's records with respect to all matters covered by this Contract and any subsequent agreements. The City may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment, or any other data as may be pertinent.

## 14. INSURANCE

### 14.1. Commercial General Liability and Professional Liability/Errors and Omissions Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, Commercial General Liability and Professional Liability/Errors & Omissions Insurance in the broadest coverage commonly available, with a minimum limit of two million dollars ~~(\$21,000,000.00)~~ per occurrence or per claim for Professional Liability/Errors and Omissions ~~(insert: "or per claim for Professional~~

**Commented [P1]:** Jay, I changed to \$1,000,000 because that is the requirement in our RFP.

~~Liability/Errors and Omissions")~~ for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

14.2. Automobile Liability Insurance

For contractors providing a vehicle for staff, employees, or subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

14.3. Automobile Liability Insurance

For sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limits each occurrence.

14.4. Additional Insureds

The City of Truth or Consequences, its Commissioners, and employees and must be named as Additional Insureds with respect to all of the coverages excluding professional liability and worker's compensation ~~(insert: "excluding professional liability and worker's compensation")~~. The Additional Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection with this Contract. Contractor's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

14.5 Certificates of insurance and complete policies, acceptable to the City, with the coverage as cited above and listing the City of Truth or Consequences, its Commissioners, and employees as the certificate holders, must be submitted not less than ten (10) working days prior to the execution of this Contract and before work begins or products are delivered by Contractor under this Contract. Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the City of cancellation or non-renewal or material change ~~(delete, insert: "non-renewal")~~, which shall be mailed or delivered to:

The City of Truth or Consequences  
Attention: Chief Procurement Officer  
505 Sims Street

14.6 Contractor shall carry Workers' Compensation insurance as required by law.

## 15. INDEMNIFICATION/HOLD HARMLESS

15.1 Contractor shall ~~defend (delete, the upfront duty to defend anyone other than Parkhill is not covered by a PL policy),~~ indemnify, and hold harmless the City, its Commissioners, employees, ~~and agents (prefer to delete, too broad) from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith (prefer to limit to "damages and expenses"),~~ including reasonable attorney fees, arising ~~or alleged to have arisen (negligence has to be proven for insurance to respond)~~ out of any negligent (insert: "negligent") act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of anyone directly or indirectly employed by Contractor, or arising in any way from the activities of or services provided by Contractor under this Contract. ~~Contractor shall defend all such claims and litigation, including the payment of the City's attorney's fees and costs, whether such claims and litigation are frivolous or not. The City shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the City. (Absolutely do not agree to this - Parkhill shall defend the City on frivolous claims? Insurance will only cover reasonable defense costs in proportion to Parkhill's determined liability)~~

Commented [P2]: We request this language remains

15.2 Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the City for claims or actions brought by the Contractor's own employees against the City, its Commissioners, employees ~~or agents. Solely for the purpose of this indemnification and defense, Contractor expressly and specifically waives any immunity under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation. I would ask your WC agent about their thoughts on 15.2. If I were the agent I would recommend deleting the highlighted sentence.~~

Commented [P3]: Jay, I deleted this section as the memo you sent didn't refer to this. Please let me know if this is acceptable.

15.3 These indemnifications shall survive the termination of this Contract.

15.4 The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

## 16. PROFESSIONAL RESPONSIBILITY

In connection with the Work hereunder, Contractor agrees that it shall meet ~~or succeed or exceed~~ the standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that the performance of all such Work shall meet ~~or succeed or exceed~~ sound and accepted industry standards and practices. ~~("or succeed" elevates the standard of care beyond the insurable level)~~

If Contractor fails to meet such standards of care, skill, diligence and/or industry standards and practices, Contractor shall be liable for all damages of whatever kind caused thereby.

## 17. BONDS

If required by the City, Contractor agrees to furnish in connection with the performance of the Work under this Contract, a payment bond for the protection of persons furnishing material and labor and a performance bond for the protection of the City and in a form acceptable to the City. The penal sum of each bond shall be one hundred percent (100%) of the Contract price. Bonds required hereunder shall be dated as of the effective date of this Contract and shall be furnished promptly by Contractor to the City, accompanied by a certified copy of the "Power of Attorney" document issued by the Surety Company.

## 18. RELEASE

Contractor hereby accepts the City premises and adjoining areas as is and releases and discharges the City, its board of education, ~~agents and~~ employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from any and all bodily injuries, deaths and damage to property arising directly or indirectly out of this Contract, including but not limited to Contractor's use of the premises and the adjoining areas, including parking areas. Contractor shall be solely and exclusively liable for all damages caused by Contractor's performance of or the failure to perform under this Contract.

The City assumes no responsibility whatsoever for any property placed on any City premises by Contractor or its officers, ~~agents and~~ employees, or servants and Contractor hereby releases and discharges the City, its board of education, ~~agents and~~ employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from Contractor's placement of property upon City premises.

## 19. CONTRACTOR STATUS

The City and Contractor intend that the relationship between them shall be that of client and independent contractor. It is the intention of the parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. The City is interested only in the results obtained under this Contract. The manner, method and means of conducting the work are under the sole control of the Contractor.

Contractor will be solely and entirely responsible for its ~~negligent (prefer to insert: "negligent")~~ acts and for the ~~(prefer to insert: "negligent") negligent~~ acts of its ~~agents, and~~ employees and subcontractors during the performance of this Contract. The work performed under this Contract will be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold harmless the City for ~~any damages and expenses any and all liability or loss. (prefer to delete and insert: "damages and expenses")~~ arising in any way out of the performance of this Contract. Contractor shall employ and direct all persons performing any Work hereunder and such person shall be and remain the sole employees of and subject to the control and direction of Contractor.

Commented [P4]: Jay, please advise

No ~~agent or~~ employee of Contractor shall be or shall be deemed to be an employee ~~or agent~~ of the City. None of the benefits provided by the City to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the City to the Contractor, or the employees, ~~or agents~~ of Contractor.

Whenever this Contract uses the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words and phrases of like meaning, it shall be understood that the use is intended only to the extent of judging compliance with the terms of this Contract and none of these words and phrases shall imply that the City has any authority or responsibility for supervision of Contractor's forces or operations, such supervision and the sole responsibility being strictly reserved for Contractor.

## 20. SUBCONTRACTORS

Contractor shall not subcontract any of Contractor's duties, obligations, or interests under this Contract unless, and no such subcontract shall be effective until, Contractor obtains the prior written consent of the City. Any attempt by Contractor to subcontract without the prior consent of the City may be deemed a material breach of this Contract. Subcontracts made without the City's prior written consent may be declared null and void.

If the Contractor contemplates a subcontract, the Contractor shall provide the following information promptly at the City's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other information and/or certifications requested by the City.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract, including, without limitation, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as are required by this Contract or as the City may otherwise prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and the City.

Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the City's approval of the Contractor's proposed subcontract.

The City's consent to subcontract shall not waive the City's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this City right.

Contractor shall indemnify and hold the City harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

Contractor shall be solely and exclusively liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, ~~agents~~, and successors in interest arising through services performed hereunder, notwithstanding the City's consent to



subcontract.

Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Contractor's employees ~~and agents~~, and to any individual or entity not a party to this Contract, for all loss, damage, or injury caused by the Contractor or the Contractor's employees ~~and agents~~ in the course of their employment.

Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the City from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

City of Truth or Consequences  
Attention: Chief Procurement Officer  
505 Sims Street  
Truth or Consequences, NM 87901

## **21. USE OF PREMISES**

Contractor shall confine the storage of materials and equipment in locations acceptable to the City and in accordance with all applicable laws, rules, regulations and ordinances. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly restrict access and properly protect any person having access to or near the Work site.

## **22. CLEANING UP**

Contractor shall, at all times, keep the Work areas, including storage areas used by it, in a clean and orderly condition and free from combustible debris and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the Work areas.

## **23. TRESPASS**

Contractor shall be solely responsible and liable for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under this Contract. Contractor shall be liable for any claims that arise from the deposit of any debris of any kind upon adjacent property.

## **24. LIENS**

Contractor shall at all times promptly pay for all materials, equipment, and labor used in the performance of this Contract and shall maintain all materials, equipment, structures, premises and other subject matter free and clear from all laborer, materialmen, and mechanic liens; provided that all payments due to Contractor have been paid by the City. Contractor shall indemnify and save the City harmless from all such liens arising out of the Work. Contractor shall provide to the City, upon its request, reasonable evidence showing that all materials, equipment, labor and subcontractors have been paid in full, except for any outstanding claims relating thereto; which claims may, at the City's option, be assigned to the City.

## 25. APPROPRIATIONS

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

## 26. CONFLICT OF INTEREST

Contractor ~~acknowledges represents~~ (prefer to delete and insert: "acknowledges") that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 1016A1, et seq., NMSA 1978) and the Governmental Conduct Act (Section 10161 et seq. NMSA 1978) as applicable. Contractor ~~acknowledges represents and warrants~~ (prefer to delete and insert: "acknowledges") that the services to be performed under this Contract shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

## 27. NONDISCRIMINATION

The Contractor ~~acknowledges warrants~~ (prefer to delete and insert: "acknowledges") that during its performance of this Contract, Contractor, or any of its employees, ~~agents~~, or subcontractors, will not violate any of the discrimination laws of the United States, including, but not limited to, on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

## 28. FOREIGN CORRUPT PRACTICES ACT

Contractor ~~acknowledges represents and warrants~~ (prefer to delete and insert: "acknowledges") to the City that it is aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose the City to liability under the FCPA. Specifically, Contractor ~~acknowledges represents and warrants~~ (prefer to delete and insert: "acknowledges") that, in connection with this Contract, Contractor and its City, officers, directors, employees, representatives ~~or agents~~ have not provided and will not provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to any government official (or any agent, employee or family member thereof), any political party or candidate for political office, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

## 29. NOTICE OF PENALTIES

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

### **30. FORCE MAJEURE**

The City and the Contractor shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

### **31. TERMINATION**

This Contract will remain in effect unless terminated by either party in accordance with this provision. The parties may mutually agree to terminate this Contract any time by written agreement signed by both parties.

Notwithstanding anything in the paragraph immediately above or anything in this Contract to the contrary, the City in its sole discretion shall have the right, at any time and for any reason whatsoever, including its own convenience, upon thirty (30) calendar days written notice, to suspend or terminate Contractor's services, or any portion thereof, and to terminate this Contract, in whole or in part, without regard to whether Contractor has defaulted or failed to comply with the provisions of this Contract.

Either party may terminate this Contract in the event of a breach by the other party. To be effective, the non-breaching party must give written notice to the other party of its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination as provided in the preceding paragraph of this Contract.

Notwithstanding any of the above provisions of this Termination section of this Contract, the City may terminate this Contract immediately by written notice to the Contractor upon cancellation, denial, suspension, revocation or non-renewal of any license, permit or certificate, including, without limitation, insurance policy or Certificate of Insurance, that Contractor must hold to provide services under this Contract.

### **32. DISPUTE RESOLUTION**

Disputes on any matter relating to this Contract shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to amicably and promptly resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable time period as determined by the representatives, the Parties may pursue any other legal, mediation, or ~~litigation arbitration~~.

(prefer to delete and insert: "litigation") means for resolving disputes which may arise from or under this Contract.

### 33. NOTICES

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

**To City:**

City of Truth or Consequences  
Attention: Chief Procurement Officer  
505 Sims Street  
Truth or Consequences, NM 87901

**To Contractor:**

Parkhill  
333 Rio Rancho Blvd. NE Suite 400  
Rio Rancho, NM 87124

### 34. INVALID TERM OR CONDITION AND SEVERABILITY

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

### 35. NO WAIVER

The failure of the City to insist upon Contractor's compliance with its obligations under this Contract in any one or more instances shall not operate to relieve Contractor from its duty to comply with such obligations in all other instances.

### 36. APPLICABLE LAW

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

### 37. IMMUNITIES AND DEFENSES

The City does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

#### **38. NO ASSIGNMENT**

Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

#### **39. NO THIRD PARTY BENEFICIARIES**

City and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

#### **40. OTHER CONTRACTORS**

The City reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the City. When requested by the City, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or City employees.

#### **41. ENTIRE AGREEMENT**

This Contract and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their successors, and assigns. When signed by both Parties, this Contract (and any attachments or appendices thereto) is the final and entire Contract and supersedes any prior understanding or written or oral Contract relative to the subject matter hereof. This Contract may not be altered, changed or amended, except by written instrument signed by both Parties.

#### **42. ATTACHMENTS**

##### **EXHIBIT A: SCOPE OF WORK**

##### **EXHIBIT B: REQUEST FOR PROPOSAL #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE PROJECTS UNDER A SINGLE CONTRACT**

The City and the Contractor have entered into this Contract as of the Effective Date. Services will not be provided and products will not be received or delivered until all required documents and insurance requirements in this contract have been provided.

The contract shall not become effective until it has been approved by the City Manager and/or the City Commission and an approved purchase order has been issued to the Contractor.



Approved by the City of Truth or Consequences City Commission on November 17, 2021.

**CITY:**

City of Truth or Consequences

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACTOR:**

Parkhill

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF WORK**

**RFP#20-21-011 ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND  
LANDSCAPE ARCHITECTURAL SERVICES**

As used herein, the term "Project" shall refer only to such items of work listed in the agreement or approved TASK ORDER as issued by the City of Truth or Consequences.

The following services shall be performed based on an individual TASK ORDER initiated and approved by the City:

**ARTICLE 1: BASIC SERVICES**

The CONTRACTOR agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

**1.1 SCHEMATIC DESIGN**

The CONTRACTOR shall review information provided by the CITY and the CITY's program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

**1.2 DESIGN DEVELOPMENT**

Based on the CITY's approval of the plan identified during the Schematic Design phase, CONTRACTOR shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

**1.3 CONSTRUCTION DOCUMENTS**

In the Construction Documents Phase, the CONTRACTOR is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars, as well as State and Local requirements. The CONTRACTOR's tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

**1.4 BIDDING PHASE**

Upon receipt of the CITY's approval of the Contract Documents and latest Opinion of the Construction Cost, the CONTRACTOR shall assist the CITY in soliciting and selecting bids for

the construction of the Project. The CONTRACTOR's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

#### 1.5 CONSTRUCTION ADMINISTRATION

During the construction phase of the project, the CONTRACTOR shall assist the CITY to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the CITY on project progress and problems, conduct the final project inspection, and provide the associated certification.

- 1.5.1 Construction Administration – If included in the TASK ORDER, the CONTRACTOR shall provide general consultation and advice to the CITY during the construction phase of the project. The CONTRACTOR shall facilitate general coordination between the CITY, the State, and the FAA, if needed, during the construction phase of the project. The CONTRACTOR will assist the CITY with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the CITY on the Contractor's performance. The CONTRACTOR shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONTRACTOR is to communicate and coordinate with the CITY on a regular basis throughout the construction phase of the project.

- 1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONTRACTOR shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONTRACTOR's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONTRACTOR, of any construction means, methods, techniques, sequences, or procedures. The CONTRACTOR will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONTRACTOR shall distribute copies of the submittals and the updated submittal register to the CITY.

- 1.5.3 Site Visits – If included in the TASK ORDER, the CONTRACTOR shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONTRACTOR shall not be required to make exhaustive or continuous on-site

inspections to check the quality or quantity of construction. The CONTRACTOR will coordinate the site visits with the CITY. The CONTRACTOR's representatives are to meet with the representatives of the CITY to discuss the project's progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONTRACTOR will prepare and distribute notes from the visit.

- 1.5.4 Progress Payment Review – If included in the TASK ORDER, the CONTRACTOR shall review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the CITY as to the CONTRACTOR's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the CITY, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONTRACTOR to the CITY, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor's work had progressed to the point indicated; that to the best of the CONTRACTOR's knowledge, information, and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONTRACTOR shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONTRACTOR shall not be responsible for the defects or omissions in the work as a result of the Contractor's, or any Subcontractor's, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONTRACTOR shall not be responsible for the Contractors' failure to comply with the project schedule.

## **ARTICLE 2: SPECIAL SERVICES**

If authorized by the CITY, the CONTRACTOR agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates

- j. Planning Services
- k. Environmental Services
- l. Land Acquisition Services

Unanticipated services, which will be treated as "Special Services", may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the CITY as described in Article 3, "CITY'S RESPONSIBILITIES".
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the CITY, or when such revisions are due to causes beyond the control of the CONTRACTOR.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the CITY when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the CITY in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONTRACTOR to preclude or prepare for possible litigation, which claim(s) are beyond the CONTRACTOR's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

### **ARTICLE 3: ENGINEERING SERVICES**

The CONTRACTOR shall:

- 3.1 Discuss and explain the purpose, need and financial requirements of the project, review available data and help the City to achieve supplementary data; Analyze government regulations and make sure the design is meeting conditions of all government agencies.
- 3.2 Establish the general size, scope and location of the project. Revise preliminary report and available data and discuss general scheduling; Prepare documents of preliminary design such as final design requirements, initial drawing and the whole project report.
- 3.3 Assist in preparing contract plan drawings and specifications, present an idea of project construction cost, review construction practicality to specify possible problems. Prepare essential documents for review and acceptance by the City.



3.4 Help the City in bidding achievement, receiving and processing deposits for bidding documents, explaining, expanding and changing bidding documents as necessary. Help the City to specify qualifications and acceptability of potential contractor, subcontractor and material testing and equipment providers. Propose alternative materials and testing equipment suggested by perspective contractors and assist the City in evaluating proposals.

3.5 Act as a representative for the City. Visit construction regularly to monitor both executed work progression and quality, make sure that the construction is conducted in accordance with drawings and specifications. Explain and clarify contract documents, conduct specific inspection and testing, offer instruction to tackle field issues. Monitor performance tests and initial operation of the project. Carry out final inspection and generate a report on the completion of the project and provide recommendation regarding the acceptance of the final product.

All Engineering services shall be conducted under the direct supervision of a New Mexico Registered Professional Engineer.

#### **ARTICLE 4: ARCHITECTURAL SERVICES**

The CONTRACTOR shall provide:

- 4.1 Architectural design, including design development phase, construction documents, phase bidding and negotiations.
- 4.2 Generation of architectural drawings and other documents required by the general contractor, based on agreed upon design.
- 4.3 Phase construction administration and post construction phase.
- 4.4 Interior Design.
- 4.5 Engineering Services- mechanical, electrical, civil and structural engineering.
- 4.6 Construction project management, administration and oversight.
- 4.7 Provide Landscape Architectural Services.

All architectural services shall be conducted under the direct supervision of a New Mexico Registered Professional Architect.

#### **ARTICLE 5: SURVEYING SERVICES**

The CONTRACTOR shall perform or provide:

- 5.1 Control surveys, which will be the basis for all future design and construction surveying services.

- 5.2 Topographic surveys of proposed and existing roadway corridors to include the location of all natural and physical features of the roadway.
- 5.3 Right-of-way surveys to establish the limits of the existing documented and/or occupied right-of-way to include the determination of a centerline survey.
- 5.4 Property surveys to determine the location of adjacent property lines relative to the existing and/or proposed property.
- 5.5 Preparation of right-of way design plans and legal descriptions for acquisition parcels pursuant to current NMDOT standards and specifications.
- 5.6 Final documentation and preparation of documentation maps for final construction pursuant to current relevant standards and specifications.
- 5.7 Provide construction staking services to include the layout of horizontal and vertical alignments grade stakes, and other roadway features, drainage systems, utility and building construction as necessary.

All surveying services shall be conducted under the direct supervision of a New Mexico Registered Professional Surveyor and shall be conducted in conformance with the Minimum Standards for Surveying in New Mexico.

#### **ARTICLE 6: PLANNING STUDIES**

The CONTRACTOR shall perform or provide:

- 6.1 Help the City to develop a Comprehensive Plan for all projects that are proposed.
- 6.2 Make a Strategic plan (issue specific) for all projects that are proposed.
- 6.3 Any other Planning tasks that are deemed necessary by the City for all proposed projects.

#### **ARTICLE 7: SCHEDULE FOR DELIVERY OF WORK BY CONTRACTOR**

The CONTRACTOR shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 7.1 It is understood that the CONTRACTOR is to proceed on the project after a Notice-to-Proceed from the CITY. The schedule is to be outlined in each TASK ORDER once the scope of the project(s) has been clearly defined.
- 7.2 Construction progress is to be monitored by the CONTRACTOR in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.

- 7.3 The CONTRACTOR is to endeavor to complete the work in accordance with the schedule; however, it will not be penalized for delays beyond its control such as CITY's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

#### **ARTICLE 8: CITY'S RESPONSIBILITIES**

The CITY shall:

- 8.1 Provide to the CONTRACTOR all criteria, design, and construction standards and full information as to the CITY's requirements for the Project. The CONTRACTOR shall be entitled to rely on the accuracy and completeness of information furnished by the CITY.
- 8.2 Designate in writing a person authorized to act as the CITY's representative. The CITY or its representative shall receive and examine documents submitted by the CONTRACTOR, interpret and define CITY's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONTRACTOR's services.
- 8.3 Furnish to the CONTRACTOR all existing drainage, survey, layout data, and prior reports available for the Project.
- 8.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.
- 8.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the CITY may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 8.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 8.7 Provide surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the CITY unless designated to be provided by the CONTRACTOR in individual TASK ORDERS.
- 8.8 Furnish the services described in Sections 3.1 through 3.7 at the CITY's expense and in such manner that the CONTRACTOR may rely upon them in the performance of its services under this Agreement.
- 8.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 8.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of

replacing stakes or markers damaged or removed during said time interval.

- 8.11 Arrange full and free access for the CONTRACTOR to enter upon all property required for the performance of the CONTRACTOR's services under this Agreement.
- 8.12 Give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONTRACTOR's performance of services under this Agreement.
- 8.13 Compensate the CONTRACTOR for services rendered under this Agreement.



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: H.4*

**SUBJECT:** Approve NMED Engineering Agreement with Wilson & Co. for Water Trust Board Project 5089 – Booster Station Improvements pending NMED Approval

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** April 6, 2022

**SUBMITTED BY:** Traci Alvarez

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

**Summary/Background:**

City received WTB Award in the amount of \$384,688 Grant; \$256,458 Loan; \$71,000 Match. Project has been budgeted for. NMED Engineering Agreement is part of the required process.

**Recommendation:**

Approve Engineering Agreement pending NMED approval

**Attachments:**

- T or C Morgan Booster Engineering Agreement WPF-5089
- 5089-WPF Award Letter
- Application Handout for Project Explanation

**Fiscal Impact (Finance):** Yes

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

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

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

**Final Approval:** ☐ City Manager

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

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022



**AGREEMENTS FOR ENGINEERING SERVICES  
(Publicly Funded Project)**

THIS Agreement, made this 4th day of April 2022 (effective date) by and between City of Truth or Consequences hereinafter referred to as the OWNER, and Wilson & Company, Inc., Engineers & Architects hereinafter referred to as the ENGINEER. This contract expires on 4/4/2024.

The OWNER intends to construct a Project consisting of the Design and Construction of the Morgan Station Booster Pump Replacement, Cielo Vista Station Canariis Skid Installation and Austin St Waterline Improvements.

in Sierra County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

## CONTENTS

### SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
6. Termination of Contract
7. Payment
8. Time
9. Project Design
10. Audits and Access to Records
11. Subcontracts
12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally  
Funded Projects
20. Remedies
21. Assurance Against Debarment

### SECTION B - ENGINEERING SERVICES

Engineer Services During the Planning Phase  
Engineering Services During the Design Phase  
Engineering Services During the Construction Phase  
Engineering Services During the Operation Phase

### SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

#### ATTACHMENTS

- ☒ Attachment I – Insurance - required
- ☐ Attachment II - Engineering Services During the Planning Phase  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- ☒ Attachment III - Engineering Services During the Design Phase  
Authorization to proceed date: This 4th day of April, 2022  
Contract Time shall be 100 calendar days from Authorization to proceed date. This phase expires on 07/13/2022.

- ☒ Attachment IV - Engineering Services During the Construction Phase  
Authorization to proceed date: This 4th day of April, 2022  
Contract Time shall be 243 calendar days from Authorization to proceed date. This phase expires on 12/02/22.
- ☐ Attachment V - Engineering Services During the Operation Phase  
Authorization to proceed date: This \_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- ☐ Attachment VI – Amendments to Agreements for Engineering Services  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- ☐ \_\_\_\_\_

## **SECTION A – GENERAL PROVISIONS**

### **1. General**

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

### **2. Approvals**

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

### **3. Responsibilities of the ENGINEER**

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ and independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to



comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

#### **4. Responsibilities of the OWNER**

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

#### **5. Changes**

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

## **6. Termination of Contract**

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

## **7. Payment**

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

## 8. Time

### (a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

**(b) CONTRACT TIME AND LIQUIDATED DAMAGES**

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

**9. Project Design**

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

## **10. Audits and Access to Records**

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof, and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

## **11. Subcontracts**



(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

## **12. Insurance**

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

## **13. Environmental Condition of Site**

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

## **14. Mutual Waiver**

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### **15. Independent Contractor**

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

#### **16. Equal Employment Opportunity**

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

#### **17. Gratuities**

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

#### **18. Covenant Against Contingent Fees**

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

#### **19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)**

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

## **20. Remedies**

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

## **21. Assurance Against Debarment**

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

## **SECTION B –ENGINEERING SERVICES**

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

## SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate "None")

☐ None

1. Contract times as defined in Attachments II, III, IV are based upon assumed agency review times of 30- calendar days, with a 30-calendar day second review for approval. Contract times may be stopped or extended to accommodate additional agency review time as needed.

☐ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

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

☐ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

☐ MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

### 1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

## 2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.
2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.
3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

## 3. TERMINATION

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.
- f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed



to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

#### **4. REMEDIES**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

#### **5. AUDIT; ACCESS TO RECORDS**

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the sub-agreement is terminated for default or for convenience.

#### **6. COVENANT AGAINST CONTINGENT FEES**

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### **7. GRATUITIES**

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

#### **8. FINAL PAYMENT**

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

#### **9. 40 CFR Part 33**

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance

agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.

**The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.**

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
OWNER  
Type Name Bruce Swindle  
Title City Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
ENGINEER  
Type Name Mario Juarez-Infante  
Title Vice President  
Address Wilson & Company, Inc., Engineers & Architects  
414 N. Main St., Suite A  
Las Cruces, NM 88001

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Date \_\_\_\_\_

## Exhibit A – Scope of Work

The City of Truth or Consequences water distribution system has two pressure zone, the lower zone (southern portion) and the upper zone (northern portion). The Morgan Booster Station which feeds the lower zone is only functioning on a single pump and without SCADA due to a flood. Currently operators are running the station manually switching the single pump on as needed. The Cielo Vista Station is also being run manually because of failed pressure transducers and issues with the control panel. The Austin St waterline is a small 4" AC pipe rated in poor condition. The pipe, because of its diameter is not capable of handling fire flows.

The scope of work will include a complete design package consisting of Contract documents, technical specifications and Design Plan set along with design review meetings with the City. Project will also include NMED DWB Permit application, and NMED CPB coordination and approval.

The scope of work for the construction phase of the project consists of:

- Bidding Services- To commence upon final approval of design plans and conclude once Letter of Recommendation of Award is issued to the Client
  - Distribution of plans and project manuals to Bidders.
  - Issue advertisement for bids to papers
  - Facilitate pre-bid meeting
  - Respond to contractors' questions and issue addenda
  - Facilitate bid-opening
  - Review bids, prepare bid tabulation, and recommendation of award.
- Construction Administration- Engineering efforts and office services required during construction:
  - Conform construction documents for awarded contractor
  - Facilitate Pre-construction conference
  - Review shop drawing submittals
  - Respond to contractors RFI's during construction (assume 10 total)
  - Review of contractor's application for payment (assume 6 total)
  - Issue clarifications and field directives (assume 4 total)
  - Review change order proposals and make recommendations (assume 3)
  - Attend bi-weekly construction progress meetings (Assume 1-hr/ea.)
  - Attend substantial completion walk through, prepare punchlist
  - Attend final completion walk through
  - Develop record drawings from contractor markups
  - QA/QC of record drawings
- Construction Observation (assume 2 months)- Field services required during construction
  - Field observation
  - Prepare daily field reports
  - Review and verification of quantities (3 times)

Construction for the Morgan Booster Station as proposed in the Design Analysis Report will be the installation of two 75 hp vertical multistage centrifugal pumps on the existing skid units. Included with the new pumps will be necessary appurtenances, variable frequency drives and control panels.

At the Cielo Vista Booster Station construction will include installation of a new packaged duplex booster pump skid with two 5 hp vertical multistage centrifugal pumps. The installation also includes an expansion tank, control panel, hot box, pressure transducers, and all necessary valves, fittings and appurtenances.



Construction of the Austin St Waterline will be the replacement of 450 feet of mostly AC pipe with 8" HDPE pipes by method of pipe bursting. This method eliminates the need for very invasive and costly open trenches.

## **ATTACHMENT I – Insurance**

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

### ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 4th day of April, 2022 (effective date) by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this 4 day of April, 2022 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

Perform Survey/ Topographic services

Complete CAD based design files

Preparation and completion of Project manual including contract documents, technical specifications and the Engineers Opinion of Probable Construction Costs.

Preparation and completion of design plan sheets.

NMED DWB Permit application and NMED CPB coordination and approval.

B. Cost Proposal – Include hourly breakdown for each task

See Task 1, 2, and 3- Engineering Design Phase, of the attached Exhibit A- Manhour Worksheet

C. Reimbursable Expense Schedule

D. Contract Time shall be 100 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by 07/13/2022 (DATE). If design phase services have not been completed and accepted by 08/12/2022 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$76,127.50, excluding gross receipt tax.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Design Phase, as described, shall not exceed \$\_\_\_\_\_, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

#### 4. Signatures

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
OWNER  
Type Name Bruce Swingle  
Title City Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
ENGINEER  
Type Name Mario Juarez-Infante  
Title Vice-President  
Address Wilson & Company, Inc., Engineers & Architects  
414 N. Main St., Suite A  
Las Cruces, NM 88001

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 4th day of April, 2022 (effective date) by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this 4 day of April, 2022 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

The Engineer shall provide construction administration and construction observation services, described as follows:

Bidding Services - To commence upon final approval of design plans and conclude once Letter of Recommendation of Award is issued to the Client:

1. Distribution of plans and project manuals to Bidder's
2. Issue Advertisement for bids to papers
3. Facilitate pre-bid meeting
4. Respond to Contractors questions and issue addenda
5. Facilitate bid-opening
6. Review bids, prepare bid tabulation, and recommendation of award

Construction Administration - Engineering efforts and office services required during construction:

1. Conform construction documents for awarded contractor
2. Facilitate Pre-Construction conference
3. Review Shop Drawing Submittals
4. Respond to Contractor's RFI's during Construction (Assume 10 total)
5. Review of Contractors Application for Payment (Assume 6 total)
6. Issue Clarifications and Field Directives (Assume 4 total)
7. Review change order proposals and make recommendation (assume 3)
8. Attend bi-weekly construction progress meetings (assume 1-hr/ea.)
9. Attend Substantial Completion Walk-through, prepare punchlist
10. Attend Final Completion Walk-through
11. Develop record Drawings from Contractor Markups
12. QA/QC of record drawings

Construction Observation (Assume 2-months) - Field services required during construction:

- Field Observation
- Prepare Daily Field Reports
- Review and verification of Quantities (3 times)

B. Cost Proposal – Include hourly breakdown for each task

See Task 4 and 5 - Construction Phase, of the attached Exhibit A - Manhour Worksheet



C. Reimbursable Expense Schedule

Reimbursable items under this Attachment shall be mileage at a rate of \$0.56/mile in accordance with the Federal Rate.

D. Contract Time shall be 243 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by 12/02/22 (DATE). If construction phase services have not been completed and accepted by 1/02/2023 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Construction Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$43,067.71, excluding gross receipt tax.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Construction Phase, as described, shall not exceed \$\_\_\_\_, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
OWNER  
Type Name Bruce Swindle  
Title City Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
ENGINEER  
Type Name Mario Juarez-Infante, PE  
Title Vice-President  
Address 414 N. Date St, Ste A

Las Cruces, NM 88001

\_\_\_\_\_

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A  
Man Hour Worksheet**

**Project** T or C Morgan St Booster and Waterline Improvements  
**Project Number** TBD

**Owner:** City of Truth or Consequences, NM  
**Engineer:** Wilson & Company, Inc., Engineers & Architects

**Submittal Date:** 22-Mar-22

WBS	Job Description	Task Code	Phase Code	Operations Manager	Project Manager	WWW Design Engineer (Unlic.)	WWW CAD Technician	CONSTRUCTION OBSERVER	CHIEF SURVEYOR	INSTRUMENTMAN	RODMAN	Labor Hours	Expense	Prints	Task Total:	Schedule/Notes:
	Grade			P6	P5	P3	OD5	FC3	F55	F53	F52					
	Billing Rate:			\$ 216.00	\$ 184.00	\$ 116.00	\$ 115.00	\$ 80.00	\$ 118.00	\$ 75.00	\$ 65.00					
				Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.		\$	\$	\$	
1	<b>Project Management</b>															
	Project Kick-off Meeting				1	1	1		1			4			\$	533.00
	Project management				8							8			\$	1,472.00
	Progress Meetings (Total of 4)			1	4	8						13			\$	1,880.00
												0			\$	
	<b>Subtotal Hours (excl. NMEDT):</b>			1	13	9	1	0	1	0	0	25	\$	0	\$	3,885.00
2	<b>Pre Engineering</b>															
	Survey/ Topographic								25	55	55	135	\$ 446.00		\$	11,096.00
	Set up of CAD based design files from data collection						16					16			\$	1,840.00
	QA/QC of Field Data					4						4			\$	464.00
	<b>Subtotal Hours (excl. NMEDT):</b>			0	0	4	16	0	25	55	55	151	\$ 446.00	0	\$	13,400.00
3	<b>Final Design</b>															
	<b>Design Phase (L5):</b>															
	Engineering Design											0			\$	-
												0			\$	-
												0			\$	-
												0			\$	-
	Design - 60% Level of Completion											0			\$	-
	1. Prepare plan drawings to a 60% level of completion				15	30	40					85			\$	10,840.00
	2. Provide red-lined front-end documents				6	12						18			\$	2,496.00
	3. Provide draft supplemental technical specifications				8	20						28			\$	3,792.00
	4. Update Engineers Opinion of Probable Cost				2	4						6			\$	832.00
	5. Submit 60% design to client for review and coordination				6	4						10	\$ 456.00		\$	2,024.00
	6. Hold plan review meeting and address 60% client comments				4	4						8			\$	1,200.00
	7. QA/QC Review of documents before submittal			4	2	8						14			\$	2,160.00
												0			\$	-
	Design - 100% Level of Completion											0			\$	-
	1. Prepare plan drawings to a 100% level of completion				12	25	36					73			\$	9,248.00
	2. Provide project specific front-end documents				6	18						24			\$	3,192.00
	3. Provide project specific supplemental technical specifications				10	20						30			\$	4,160.00
	4. Update Engineers Opinion of Probable Cost				2	4						6			\$	832.00
	5. Submit 100% design to client for review and coordination				2	4						6	\$ 458.50		\$	1,290.50
	6. Receive and address Clients 100% comments				5	10						15			\$	2,080.00
	7. Final QA/QC review for Agency submittal			4	6	8						18			\$	2,896.00
	8. Agency Submittal Applications (NMED, NMDOT)				6	12						18			\$	2,496.00
	8. Address NMED Review Comments				12	50						62			\$	8,008.00
	9. Prepare design documents for bidding upon Agency Approval.				2	8						10			\$	1,296.00
	<b>Subtotal Hours (excl. NMEDT):</b>			4	104	101	76	0	0	0	0	251	\$ 458.50	0	\$	50,120.00
4	<b>Bidding Services</b>															
	Bidding:															
	1. Distribution of plans and project manuals to Bidder's				1	4						5			\$	648.00
	2. Issue Advertisement for bids to papers				1	4						5			\$	648.00
	3. Facilitate pre-bid meeting				4	8						12	\$ 116.00		\$	1,780.00
	4. Respond to Contractors questions and issue addenda				8	8						16			\$	2,400.00
	5. Facilitate bid-opening				1	8						9	\$ 116.00		\$	1,228.00
	6. Review bids, prepare bid tabulation, and recommendation of award				2	8						10			\$	1,296.00
	<b>Subtotal Hours (excl. NMEDT):</b>			0	17	40	0	0	0	0	0	57	\$ 116.00	0	\$	2,960.00
5	<b>Construction Services</b>															
	Construction Administration:															
	1. Conform construction documents for awarded contractor					6						6			\$	696.00
	2. Facilitate Pre-Construction conference					2						2			\$	232.00
	3. Review Shop Drawing Submittals					6						6			\$	696.00
	4. Respond to Contractor's RFIs during Construction (Assume 10 total)					10						10			\$	1,160.00
	5. Review of Contractors Application for Payment (Assume 6 total)					6						6			\$	696.00
	6. Issue Clarifications and Field Directives (Assume 4 total)					4						4			\$	464.00
	7. Review change order proposals and make recommendation (assume 3)					6						6			\$	696.00
	8. Attend bi-weekly construction progress meetings (assume 1-hr/ea.)					8						8	\$ 250.00		\$	1,178.00
	9. Attend Substantial Completion Walk-through, prepare punchlist					4						4			\$	464.00
	10. Attend Final Completion Walk-through					3						3			\$	348.00
	12. QA/QC of record drawings			1	1							2			\$	400.00
												0			\$	-
	Construction Observation (Assume 2-months):											0			\$	-
	Field Observation							320				320	\$ 1,157.71		\$	26,757.71
	Prepare Daily Field Reports							10				10			\$	800.00
	Review and verification of Quantities (3 times)							6				6			\$	480.00

**Exhibit A  
Man Hour Worksheet**

**Project** T or C Morgan St Booster and Waterline Improvements  
**Project Number** TBD

**Owner:** City of Truth or Consequences, NM  
**Engineer:** Wilson & Company, Inc., Engineers & Architects

**Submittal Date:** 22-Mar-22

WBS	Job Description	Task Code	Phase code	Operations Manager	Project Manager	WWW Design Engineer (Unlic.)	WWW CAD Technician	CONSTRUCTION OBSERVER	CHIEF SURVEYOR	INSTRUMENTMAN	RODMAN	Labor Hours	Expense	Prints	Task Total:	Schedule/Notes:
	Grade			PG	PS	PS	ODS	FC3	FSS	FSS	FS2					
	Billing Rate:			\$ 216.00	\$ 184.00	\$ 116.00	\$ 115.00	\$ 80.00	\$ 118.00	\$ 75.00	\$ 65.00					
				Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.		\$	\$	\$	
	Subtotal Hours (incl. NMGR):			1	1	55	0	336	0	19	0	1057	\$3,000.21	0	\$	119,195.21
	Total Manhours			10	137	349	93	336	26	55	55	1057	\$3,000.21	0	\$	119,195.21
	Subtotal Tasks 1 - 4 (Excl. NMGR):														\$	119,195.21
	NMGR @ 8.3125% - Las Cruces Rate:														\$	9,908.10
	Total incl. NMGR:														\$	129,103.31



June 1, 2020

**Via First Class Mail and Email**

City of Truth or Consequences  
Attn: Mayor Sandy Whitehead  
505 Sims Street  
Truth or Consequences, NM 87901  
[Sandra.whitehead@torcnm.org](mailto:Sandra.whitehead@torcnm.org)

RE: Water Trust Board Project No. 5089-WPF; Water Storage, Conveyance and Delivery Project; Booster Station Improvements

Dear Mayor Whitehead:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on May 28, 2020, to approve the final terms, structure and conditions of Water Project Funding in the amount of \$641,146 to the City of Truth or Consequences ("City") for its Water Storage, Conveyance and Delivery Project. This action is a result of the Water Trust Board recommendations approved on May 7, 2020.

The approved funding structure consists of a 40% loan in the amount of \$256,458, and a 60% grant in the amount of \$384,688. The loan component is a 20-year term at a net effective interest rate of .25% (0% interest rate with an administrative fee component of ¼ of 1%). The loan and grant are to be used by the City for the Design and Construction of two booster stations and distribution line replacements.

To secure the funding agreement for the award, the City must submit the following Readiness to Proceed items **no later than September 30, 2020** by email only to [WTBAdmin@nmfa.net](mailto:WTBAdmin@nmfa.net).

**SUBMISSION OF READINESS TO PROCEED ITEMS**

***This funding is conditional and the City must submit the following Readiness to Proceed ("RTP") items, as applicable, before the loan/grant agreement can be scheduled to close:***

1. A monthly draw-down schedule of project expenditures, including Month and Year;
2. Verification of match in the amount of \$71,000;
3. Approval by NMED-Construction Programs Bureau on all plans and specifications **prior** to disbursement of construction dollars (***\*Please be aware that NMED-CPB has up to 30 days to review and comment***);
4. Verification that right-of-way and permits have been secured;
5. Updated Open Meetings Act resolution;



City of Truth or Consequences

June 1, 2020

Page 2

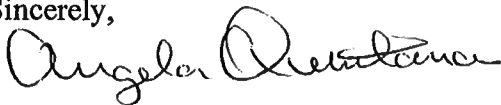
6. All contingencies must be satisfied **no later than September 30, 2020**; and
7. Any additional information requested by the NMFA Board or Water Trust Board.

Compliance with the RTP process is required to secure the funding for this project. To prevent any delays in securing the funding, please begin preparing the RTP information upon receipt of this notice. When all of the RTP criteria have been submitted, outside counsel for NMFA will draft the funding agreement and will contact the City directly for closing arrangements.

As part of the technical oversight of Water Project Funds, all project documentation (design and construction plans, contracts, bids, etc.), must be reviewed and approved by the New Mexico Environment Department, Construction Programs Bureau. Please contact Steven Deal, Project Manager, (505) 222-9579, [steven.deal@state.nm.us](mailto:steven.deal@state.nm.us), to confirm technical requirements for this project\*.

Please contact me at [WTBAdmin@nmfa.net](mailto:WTBAdmin@nmfa.net) or (505) 992-9648 if you have any questions regarding the RTP information.

Sincerely,



Angela Quintana  
Senior Program Administrator

cc: Traci Burnette, City of TorC, [tburnette@torcnm.org](mailto:tburnette@torcnm.org)  
Carol Kirkpatrick, City to TorC, [ckirkpatrick@torcnm.org](mailto:ckirkpatrick@torcnm.org)  
Alfredo Holguin, Wilson & Co., [alfredo.holguin@wilsonco.com](mailto:alfredo.holguin@wilsonco.com)  
Steven Deal, NMED-CPB, [steven.deal@state.nm.us](mailto:steven.deal@state.nm.us)

# Booster Station and Austin St. Improvements

## City of Truth or Consequences 2020 Water Trust Board Application

FUNDING REQUEST \$712,146.00



### SCOPE

The request is for the **design and construction** of two booster station improvements to include the replacement of a critical distribution line segment in order to adequately provide a reliable source of water to community residents and critical infrastructure including hospitals and schools.



### SUMMARY

Recent failures at the Morgan and Cielo Vista booster stations have caused water outages and increased operation costs. Both stations are currently relying on a single pump, with no redundancy and under manual operation. Approximately 1,000 residents plus the City's Hospital, Schools and several commercial establishments rely on these stations for water supply. The existing 4-in asbestos-cement waterline on Austin St. lacks the ability to provide peak demand flows without a substantial loss in pressure. This line also sees major pressure surges during booster station operation causing leaks and breaks. The proposed improvements will replace failed components, provide redundancy, increase the water system's overall resiliency and reduce operations costs.

### BENEFITS



Decrease in  
Operations Cost

Redundancy in Case  
of Pump Failures



Ensures Water is Available  
for Critical Infrastructure

Decreased Risk of Continual  
Repairs to Waterline





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: H.5*

**SUBJECT:** Approve Summary Plat Amendment Property Code 3022079415169

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** April 6, 2022

**SUBMITTED BY:** Traci Alvarez

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

***Summary/Background:***

Applicant is requesting to amend parcel 3022079415169 by reducing the number of lots. Currently parcel is divided into 12 lots, applicant would like to widen the individual lot sizes and reduce parcel to 6 lots. This amendment does not have the effect to significantly alter the impacts on utilities, drainage, or traffic. Applicant request and Public Hearing was presented at the P & Z Commission Meeting 4-7-2022. Planning and Zoning Commission recommended approval 3-0

***Recommendation:***

Approve Summary Plat Amendment Property Code 3022079415169

***Attachments:***

- P & Z Agenda Packet

***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. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022



**CITY OF TRUTH OR CONSEQUENCES**  
**PLANNING AND ZONING COMMISSION ACTION FORM**  
**DATE: 4-7-2022**

**ITEM: Discussion/Action – Summary Plat Amendment Property Code 3022079415169**

**BACKGROUND:**

**Applicant is requesting to amend parcel 3022079415169 by reducing the number of lots. Currently parcel is divided into 12 lots, applicant would like to widen the individual lot sizes and reduce parcel to 6 lots. This amendment does not have the effect to significantly alter the impacts on utilities, drainage, or traffic. Utility verification information to be provided at time of meeting.**

**SUPPORT INFORMATION:**

**Plat Survey**  
**Area Map**  
**Public Hearing Notice**  
**Municipal Code References**  
**Finding of Facts Checklist**

Name of Drafter: Traci Alvarez	:	Meeting date: 10-05-2020
E-mail: <a href="mailto:tburnette@torcnm.org">tburnette@torcnm.org</a>	Phone: 575-894-6673	

OF LOTS 1A, 2A, 3A, 4A, 5A, 6A, & LOT 12 (formerly Lots 1 thru 12 inclusive), BLOCK 30,  
SPRINGS TOWNSITE, TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

found 2.5" brass  
cap in concrete

6 Page 3313

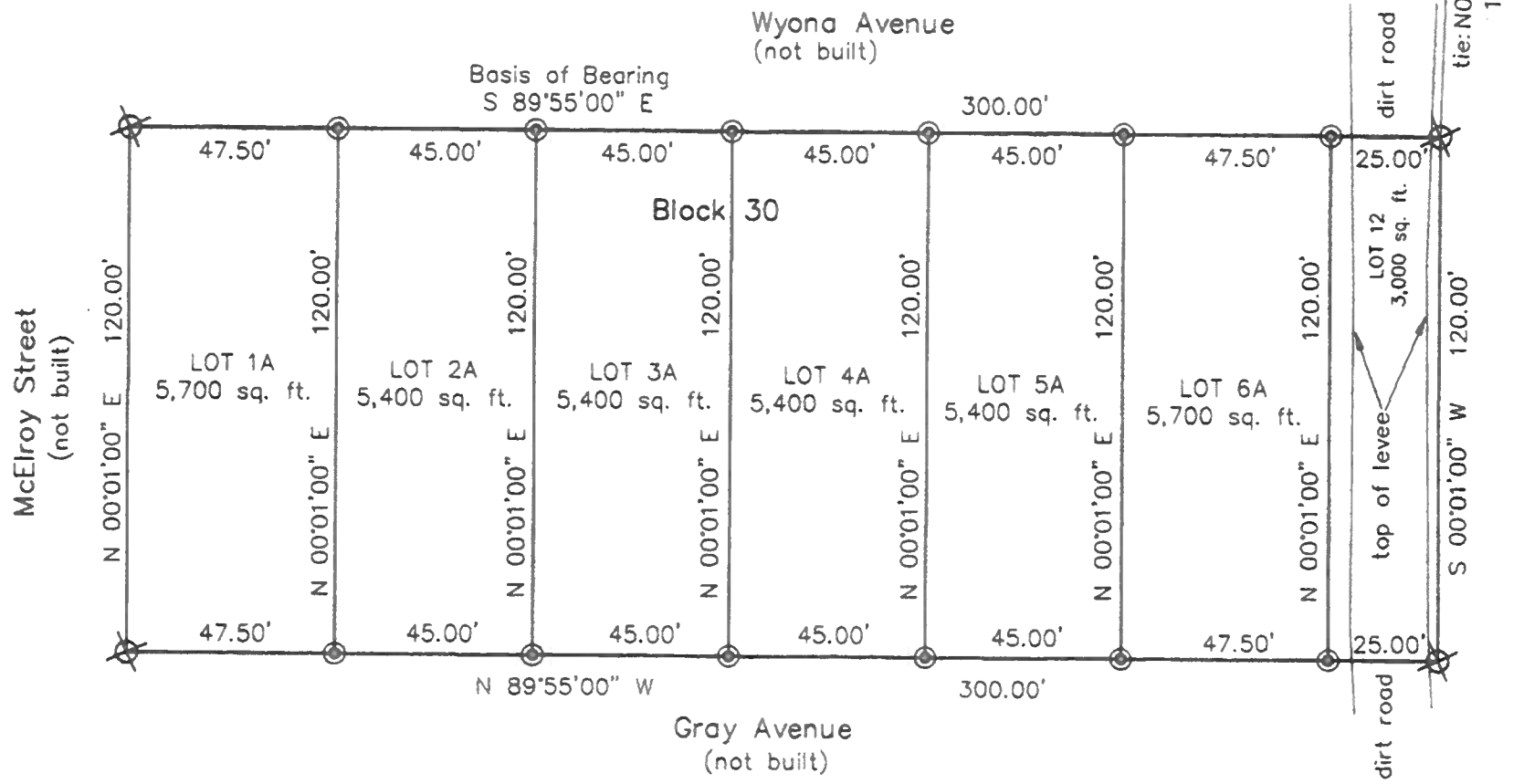
9

ed 1/13/2022

Plot of Palomas  
ed 5/8/1929 Plat #28, reference  
venue, Gray Avenue, unnamed Street,  
J.

are contiguous.

ual field measurements.



⊙=set 1/2" rebar & 1" plastic survey  
cap stamped 13984

⊙=found 1/2" rebar with 1" plastic survey cap  
stamped 13984

found and accepted monuments tagged with  
a 0.75" brass disc stamped 13984

all monument dimensions are "outside  
diameter"

<b>RICHTER LAND</b>	
614 BROADWAY	
TRUTH OR CONSEQUENCES	
575 894	
220	
INDEXING INFORMATION	
Nothman Sec 4, Palomas	

OF 2 FOR SURVEYOR'S CERTIFICATE,  
MENTS, AND APPROVAL BLOCK.





EL CIELO

EL CIELO

803 CANTINO DE MESA

725 POST ST

619 CHARLES AVE

765 CLANCY

725 CHARLES AVE

711 CHARLES AVE

629 CHARLES AVE

619 CHARLES AVE

CHARLES AVE

726 CHARLES AVE

710 CHARLES AVE

630 CHARLES AVE

614 CHARLES AVE

731 WYONA AVE

719 WYONA AVE

629 WYONA AVE

615 WYONA AVE

WYONA

3022079415169

3022079374169

POST ST

628 WYONA AVE

614 WYONA AVE

608 WYONA AVE

623 GRAY AVE

619 GRAY AVE

985 CLANCY ST

GRAY AVE

601 GRAY AVE

CLANCY ST

3022079305341

3022079322217



*Amanda Forrister  
Mayor*

*Rolf Hechler  
Mayor Pro-Tem*

*Merry Jo Fahl  
Commissioner*



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

*Destiny Mitchell  
Commissioner*

*Shelly Harrelson  
Commissioner*

*Bruce Swingle  
City Manager*

## **NOTICE OF PUBLIC HEARING**

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Thursday, April 7, 2022 to receive input regarding the following:

Public Hearing/Discussion/Action: Request for a Summary Plat Amendment on Parcel 3022079415169 PALOMAS HOT SPRINGS TOWNSITE, BLOCK 30, LOTS 1 – 12.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 5:30 p.m.

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

The agenda may be obtained on Monday, April 4, 2022 on the city website calendar at [www.torcnm.org](http://www.torcnm.org); by contacting the City Clerk's Office at 575-894-6673; or by email to: [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

Publish on the following date:

- Sentinel– Friday, March 11, 2022

**Sec. 11-2-2. - The Planning and Zoning Commission.**

- A. **Purpose.** A Municipal Planning and Zoning Commission is hereby established for the purpose of interpretation of this Code, approving certain actions, receiving requests for modifications to this Code and re-zoning, and making recommendations to the City Commission concerning matters pertaining to zoning within the City.
- B. **Administrative review and interpretations.**
1. The Planning and Zoning Commission shall review an administrative action of the designated Zoning Administrator when it is alleged that there is an error in the order, requirement, determination, or refusal made by the designated Zoning Administrator and reverse, affirm, or modify the administrative action.
  2. The Commission shall interpret this Code when the designated Zoning Administrator is in doubt as to the exact meaning of the text.
  3. The Commission shall interpret the Official Planning and Zoning District Map in accordance with the standards set forth in the Comprehensive Planning and Zoning Code when the designated Zoning Administrator is uncertain as to the exact boundary of a District shown on the Official Planning and Zoning District Map.
- C. **Powers and duties.**
1. Recommend to the City Commission either approval, denial or modification of a request for annexation, special use permit, variance, subdivision, zoning, amendment of this Code, or any other land use consideration within the planning and zoning jurisdiction of the City.
  2. Grant final approval or denial of a home occupation or conditional use permit after public meeting, provided there is not an appeal to the City Commission within fifteen (15) days in accordance with Article 7 of this Code.
- D. **Composition of the Planning and Zoning Commission .** The Planning and Zoning Commission shall consist of five (5) members each to be appointed by a simple majority of the City Commission. Eligibility requirements for membership shall be established by the City Commission. Members shall serve staggered terms of two (2) years each. A recording secretary shall be provided to assist the Planning and Zoning Commission by the City. The recording secretary shall not be a member of the Planning and Zoning Commission and shall be only responsible for those duties requested by the Planning and Zoning Commission and approved by the City Manager.
- E. **Organization of the Planning and Zoning Commission.** The Planning and Zoning Commission shall elect a chairman, vice-chairman, and second vice-chairman in July of each year, or as required due to unforeseen vacancies. They shall serve for one (1) calendar year following their elections.
- F. **Voting.** A simple majority vote of a quorum of the Planning and Zoning Commission is required for approval of all Planning and Zoning Commission actions. A quorum requires at least three members of the Commission present.

In order for a vote to be valid on a particular issue, a quorum must actually vote regarding the measure. A member who abstains from voting on an issue is deemed to have not voted on the issue.

- G. **Findings of facts for recommendations and decisions.** In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:
1. Impair an adequate supply of light and air to adjacent property;
  2. Unreasonably increase the traffic in public streets;
  3. Increase the danger of fire or endanger the public safety;
  4. Deter the orderly and phased growth and development of the community;
  5. Unreasonably impair established property values within the surrounding area;

6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

- H. *Report to the City Commission.* The Planning and Zoning Commission shall provide written minutes, with recommendations as necessary, to the City Commission on all matters that are brought before the Commission. Such minutes shall include a statement of the findings of facts that were the basis of any decision or recommendation made by the Planning and Zoning Commission.



**Sec. 15-15. - Alternate summary procedure.**

**A. *Approvals by Planning and Zoning Commission:*** The Planning and Zoning Commission may approve or deny the following types of subdivisions:

**1. A re-plat of a previously filed subdivision when:**

- a. No more lots are created than exist in the area at the time of the submittal of the replat application; and,
- b. All lots to be created have direct, legal, unobstructed access to an existing City maintained street;
- c. All lots to be created have direct, unobstructed legal access to existing City water and wastewater lines;
- d. The subdivider files with the City a Letter of Credit for funds adequate to pay for connecting the lots to the City's water and wastewater lines, or, pays to the City the City's fees for connecting the lots to the City's water and wastewater lines;
- e. The new lots comply in all ways with the standards for lots contained within the City's Comprehensive Planning and Zoning Code;
- f. All new lots are laid out in a manner which allows utility service to be provided to the purchasers of said lots;
- g. All lots to be eliminated or created exist within the area of a single block of lots in a previously platted and filed subdivision; and,
- h. No vacation of street dedications or utility easements is proposed; or,
- i. Lots are to be eliminated.

**2. The subdivision of previously unsubdivided land when:**

- a. No more than two lots are created;
- b. Both lots to be created have direct, legal, unobstructed access to an existing City maintained and paved street with curb gutter and sidewalk;
- c. Both lots to be created have direct, unobstructed legal access to existing City water and wastewater lines;
- d. The subdivider files with the City a Letter of Credit for funds adequate to pay to connect both lots to the City's water and wastewater lines, or, pays to the City funds for connecting both lots to the City's water and wastewater lines;
- e. The new lots comply in all ways with the standards for lots contained within the City's Comprehensive Planning and Zoning Code;
- f. The new lots are laid out in a manner which allows utility service to be provided to the purchasers of said lots; and,
- g. No vacation of street dedications or utility easements is proposed.

**B. *Limit on number of summary procedures:*** The summary procedure shall be used only once on any one property, or within any group of contiguous or adjacent properties owned by a subdivider, unless the property has been master-planned, legally subdivided, and is zoned for industrial uses, and wherein the streets within those subdivisions have been dedicated to and accepted by the City. No subdivider who has received approval of a subdivision shall utilize the summary procedure to subsequently increase the number of lots within said subdivision.

**C. *Elective pre-application procedure:***

- 1. Prior to filing a summary plat, the subdivider may submit a conceptual plan of the proposed subdivision to the City's Zoning Administrator. The conceptual plan shall provide enough

information for the Zoning Administrator to locate the proposed subdivision and to comprehend its scope and potential impacts. Neither a written application nor an application fee are required for submittal of a conceptual plan.

2. The City's Zoning Administrator shall place the proposed summary subdivision on the next possible agenda of the Planning and Zoning Commission for discussion, when the Planning and Zoning Commission shall consider the proposal with the subdivider or the subdivider's representative and shall indicate changes, if any, that will be required for the submittal process.

**D. *Summary plat submittal requirements summary plat submittal requirements are:***

1. Application, signed by all property owners, including all parties having an equitable interest, trustees of an estate and all persons having a specific "power of attorney" in such land;
2. A record of any pending litigation or any final order entered by any court of law regarding the ownership of the subject property;
3. Application fee as established by the City;
4. Documentation from the Sierra County Assessor's Office that the current year's property taxes are paid and that no taxes are owed on the property;
5. A plat conforming to section 15-13.A of this Code; and,
6. Releases by the Public Utilities Advisory Board, and all utility companies which are proposed as providers for the subdivision.

**E. *Submittal and review procedures:***

1. Incomplete submittals will not be accepted for review.
2. The subdivider shall submit all required materials to the City's Zoning Administrator.
3. The City's Zoning Administrator shall review all materials, and shall within three working days from the date the application is determined to be complete, request opinions of applicable City departments, other governmental agencies, and utility companies for review, comments and recommendations. City departments shall have ten calendar days in which to review and respond in writing to any such request. Within three working days of receiving any written reports, comments or recommendations from any City department, governmental agency, or utility company, the Zoning Administrator shall make available to the subdivider a copy of such materials.
4. The Zoning Administrator shall have the right to require that the subdivider provide additional information or to make amendments to the plat and supporting information if the Zoning Administrator determines that the information originally submitted by the subdivider was incomplete, incorrect or invalid.
5. The subdivider shall have ten working days in which to make any corrections or additions required by the Zoning Administrator, or to request a postponement of action by the Zoning Administrator for up to 135 days.
6. If a subdivision application does not meet the requirements of this Code within 180 days of its original submittal, the Zoning Administrator shall summarily reject the application and notify the applicant in writing of the reasons for the rejection.
7. At such time as the subdivider meets the requirements of this Code, the subdivider shall provide the Zoning Administrator with a copy of the final plat.
8. At such time as receiving a submittal that meets all requirements of this Code, the Zoning Administrator shall recommend that the Planning and Zoning Commission approve the final plat by consent agenda action during its next regularly scheduled meeting, and the Planning and Zoning Commission shall approve the subdivision by consent agenda action during its next regularly scheduled meeting.

9. The subdivider shall file a signed copy of the final plat in the records of the County Clerk of Sierra County, and shall provide the City with one of the signed copies.
- F. *Divisions for the purpose of mortgage:* Divisions for purposes of mortgage are not allowed. If a property is to be mortgaged it must be done so in its entirety or properly subdivided as required in this chapter.

(Ord. No. 555, 5-23-06)



**Sec. 15-17. - Amendment of plats.**

- A. ***Administrative amendment:*** Any change that is required to correct an error in lettering, numbering or other minor detail on a filed plat which does not affect any material aspect of the subdivision will be considered a minor amendment. Administrative amendments may be processed and approved by the City's Zoning Administrator, who shall have the right to require review and approval by the Planning and Zoning. The City's Zoning Administrator shall insure that the corrections are noted on the original filed plat. The fee schedule for administrative amendments shall be as approved by the City of Truth or Consequences.
- B. ***Minor amendment of plat:*** Any proposed amendment that is greater than an administrative amendment which does not have the effect to significantly alter the impacts on utilities, drainage, or traffic, may be approved as an amendment by the Planning and Zoning Commission.
- C. ***Major amendment of plat:*** Any proposed correction or amendment of a filed plat that affects material aspects of the subdivision shall be considered by the Planning and Zoning Commission, with approval by the City Commission, the Planning and Zoning Commission shall determine if the subdivider may use the alternate summary procedure or if the subdivider shall be required to vacate a portion or all of the filed plat and follow the procedures appropriate for the approval of a new subdivision. The fee schedule for major amendments shall be as approved by the City of Truth or Consequences.

(Ord. No. 555, 5-23-06)

# PLANNING AND ZONING COMMISSION

## FINDINGS OF FACTS CHECKLIST

Request Date \_\_\_\_\_ Address \_\_\_\_\_

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone and therefore adversely affect adjacent property values.

***All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.***

**CITY OF TRUTH OR CONSEQUENCES  
PLANNING & ZONING COMMISSION  
THURSDAY, APRIL 7, 2022**

**MINUTES - DRAFT**

**REGULAR MEETING**

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held at the City Commission Chambers at 405 W. Third Street, Truth or Consequences, New Mexico, on Thursday, April 7, 2022 at 5:30pm.

**CALL TO ORDER:** The meeting was called to order by Chairman Hogg.

**ROLL CALL:**

Michael Hogg, Chairman  
Chris Sisney, Vice-Chairman  
James Bush, Member

**ALSO PRESENT:**

Traci Alvarez, Assistant City Manager  
Angela Torres, City Clerk-Treasurer  
Dawn C. Barclay, Deputy City Clerk

**1. APPROVAL OF AGENDA:**

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

**2. APPROVAL OF MINUTES:**

a. Regular meeting of February 17, 2022.

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

**3. COMMENTS FROM THE PUBLIC:**

**4. PUBLIC HEARING:**

**a. Public Hearing/Discussion/Action: Request for a Summary Plat Amendment on Parcel 3022079415169 Palomas Hot Springs Townsite, Block 30, Lots 1 – 12.  
Traci Alvarez, Assistant City Manager.**

**Chairman Hogg** – We have two public hearings. Anyone who will be speaking during the Public Hearing please raise your right hand for swearing-in under the “Battershell Procedure”. This includes OPPONENTS, PROPONENTS, REMAINING PUBLIC and, STAFF.  
Madam Clerk will you please do the swearing in at this time.

*Dawn C. Barclay, Deputy City Clerk swore in all persons that will speak during these hearings.*

**Chairman Hogg** – Ms. Alvarez will you please stat your first item for consideration.

**Traci Alvarez, Assistant City Manager** – Good evening Chairman and Members of the board. This first public hearing is for a Summary Plat Amendment on Parcel 3022079415169. The applicant is requesting to amend his parcel by reducing the number of lots. Currently, this parcel has twelve lots and he would like to reduce it down to six lots for potential development, if he chooses to do so. One of the lots is not a developable lot, at this time it’s referred to as lot twelve. The amendment doesn’t have any effect significantly altering any of the impacts on utilities, and traffic at this time because there are no plans submitted for any development at this time. Any development of this property will have to abide by all City and State, Planning, Zoning, and Building as well as the oversight by Sierra County Flood Director. At this time we are requesting approval to amend the parcel into the lots as requested, the applicator is here for any questions.

**Member Bush** made a motion to allow the property to be split. **Vice-Chairman** seconded the motion. Roll call was taken.

**Michael Hogg** – Voted Aye

**Chris Sisney** – Voted Aye.

**James Bush** – Voted Aye.

**Motion** was a 3 to 0 vote in favor.

**b. Public Hearing/Discussion/Action: Request to Vacate on Hyde Street between South Broadway and Cook Street. Traci Alvarez, Assistant City Manager**

**Chairman Hogg** – Ms. Alvarez will you please stat your first item for consideration.

**Traci Alvarez, Assistant City Manager** – Thank you Chairman and Members of the board. Sierra County is requesting to vacate Hyde Street located between South Broadway and Cook Street.

Specifically, this is the small section of Hike that runs between the fair barn and the Albert J Lyon Center. They would like to have vacate done, so they can have their entire parcel. They own the fair barn and the Albert J Lyon parcels. I think at some point they would like to limit the traffic going into the fair barn. This still leaves access for everybody on Cook Street to have access through Myrtle Avenue as well as Cook Street and South Broadway. I will now stand for any questions.

**Member Bush made a motion to Vacate on Hyde Street between South Broadway and Cook Street. Vice-Chairman Sisney seconded the motion. Roll call was taken.**

**Michael Hogg – Voted Aye.**

**Chris Sisney – Voted Nye. Because of the report from the Streets Department and the Utilities Department at this time.**

**James Bush – Voted Aye.**

**Motion was a 2 to 1 vote in favor.**

**5. NEW BUSINESS:**

**6. REPORTS FROM THE BOARD:**

**7. REPORTS FROM STAFF:**

**8. ADJOURNMENT:**

**There being no further business to come before the Planning & Zoning Commission. Member Bush called to adjourn the meeting. Vice-Chairman Sisney seconded the motion. Motion carried unanimously.**

**PASSED AND APPROVED ON THIS 5<sup>TH</sup> DAY OF MAY 2022.**

---

**Michael Hogg, Chairman**  
Planning & Zoning Commission



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: H.6*

**SUBJECT:** Request to Vacate Hyde Street between South Broadway and Cook Street submitted by Sierra County

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** April 6, 2022

**SUBMITTED BY:** Traci Alvarez

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

***Summary/Background:***

County is requesting the City vacate the portion of Hyde Street that runs between the Fairbarn and the Albert J. Lyons building between S. Broadway and Cook Street. Applicant request and public hearing was presented to the P & Z Commission 4-7-2022. Planning and Zoning Commission recommended approval 2-1

***Recommendation:***

Approve request to Vacate

***Attachments:***

- P & Z Agenda Packet

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

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

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

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

***Final Approval:*** ☐ City Manager

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

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022





**CITY OF TRUTH OR CONSEQUENCES**  
**PLANNING AND ZONING COMMISSION ACTION FORM**  
**DATE: 4-7-2022**

**ITEM: Discussion/Action – Request to Vacate Hyde Street between South Broadway and Cook Street.**

**BACKGROUND:**

**County is requesting the City vacate the portion of Hyde Street that runs between the Fairbarn and the Albert J. Lyons building between S. Broadway and Cook Street.**

**SUPPORT INFORMATION:**

**Vacation Application with Utility Comments**

**Area Map**

**Notice of Public Hearing**

**Municipal Code References**

**Finding of Facts Checklist**

Name of Drafter: Traci Alvarez	:	Meeting date: 10-05-2020
E-mail: <a href="mailto:tburnette@torcnm.org">tburnette@torcnm.org</a>	Phone: 575-894-6673	



# CITY OF TRUTH OR CONSEQUENCES

505 Sims Street, Truth or Consequences, New Mexico  
Phone: 575-894-6673 ext. 353 Fax: 575-894-6690

## REQUEST FOR VACATION APPLICATION

Date of Application 12/21/21

Comes now the undersigned and hereby requests the City of Truth or Consequences, New Mexico to consider vacation of the following described property:

Hyde Street between South Broadway and Cook Street

REASON FOR VACATION: this portion of Hyde Street runs through the middle of the Fairgrounds and presents a safety hazard; vacation of this portion would eliminate the hazards presented with a street running through the middle of the fairgrounds property.

Applicant Name: County of Sierra Telephone No.: (575) 894-6215

Address: 1712 N. Date, Suite D

City: T or C State: NM Zip Code: 87901

E-mail Address: cwebb@sierraco.org

Applicants Signature: \_\_\_\_\_

### Reviewed By:

Electric Department:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date <u>2/28/2022</u>
Water/Wastewater:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date _____
Streets Department:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date _____
Planning/Zoning:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date _____

Utility Review Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## CITY OF TRUTH OR CONSEQUENCES

505 Sims Street, Truth or Consequences, New Mexico  
Phone: 575-894-6673 ext. 353 Fax: 575-894-6690

### REQUEST FOR VACATION APPLICATION

Date of Application 12/21/21

Comes now the undersigned and hereby requests the City of Truth or Consequences, New Mexico to consider vacation of the following described property:

Hyde Street between South Broadway and Cook Street  
REASON FOR VACATION: this portion of Hyde Street runs through the middle of the Fairgrounds and presents a safety hazard; vacation of this portion would eliminate the hazards presented with a street running through the middle of the Fairgrounds property.

Applicant Name: County of Sierra Telephone No.: (575) 894-6215

Address: 1712 W. Date, Suite D

City: T or C State: NM Zip Code: 87901

E-mail Address: c.webb@sierraco.org

Applicants Signature: \_\_\_\_\_

#### Reviewed By:

Electric Department:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date _____
Water/Wastewater:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date <u>3-2-2022</u>
Streets Department:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date _____
Planning/Zoning:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date _____

Utility Review Comments: Water Main and well lines both run through, access must be allowed for potential repairs on 24 hour basis



## CITY OF TRUTH OR CONSEQUENCES

505 Sims Street, Truth or Consequences, New Mexico

Phone: 575-894-6673 ext. 353 Fax: 575-894-6690

### REQUEST FOR VACATION APPLICATION

Date of Application 12/21/21

Comes now the undersigned and hereby requests the City of Truth or Consequences, New Mexico to consider vacation of the following described property:

Hyde Street between South Broadway and Cook Street

REASON FOR VACATION: this portion of Hyde Street runs through the middle of the Fairgrounds and presents a safety hazard; vacation of this portion would eliminate the hazards presented with a street running through the middle of the Fairgrounds property.

Applicant Name: County of Sierra Telephone No.: (575) 894-6215

Address: 1712 W. Date, Suite D

City: T or C State: NM Zip Code: 87901

E-mail Address: cwebb@sierraco.org

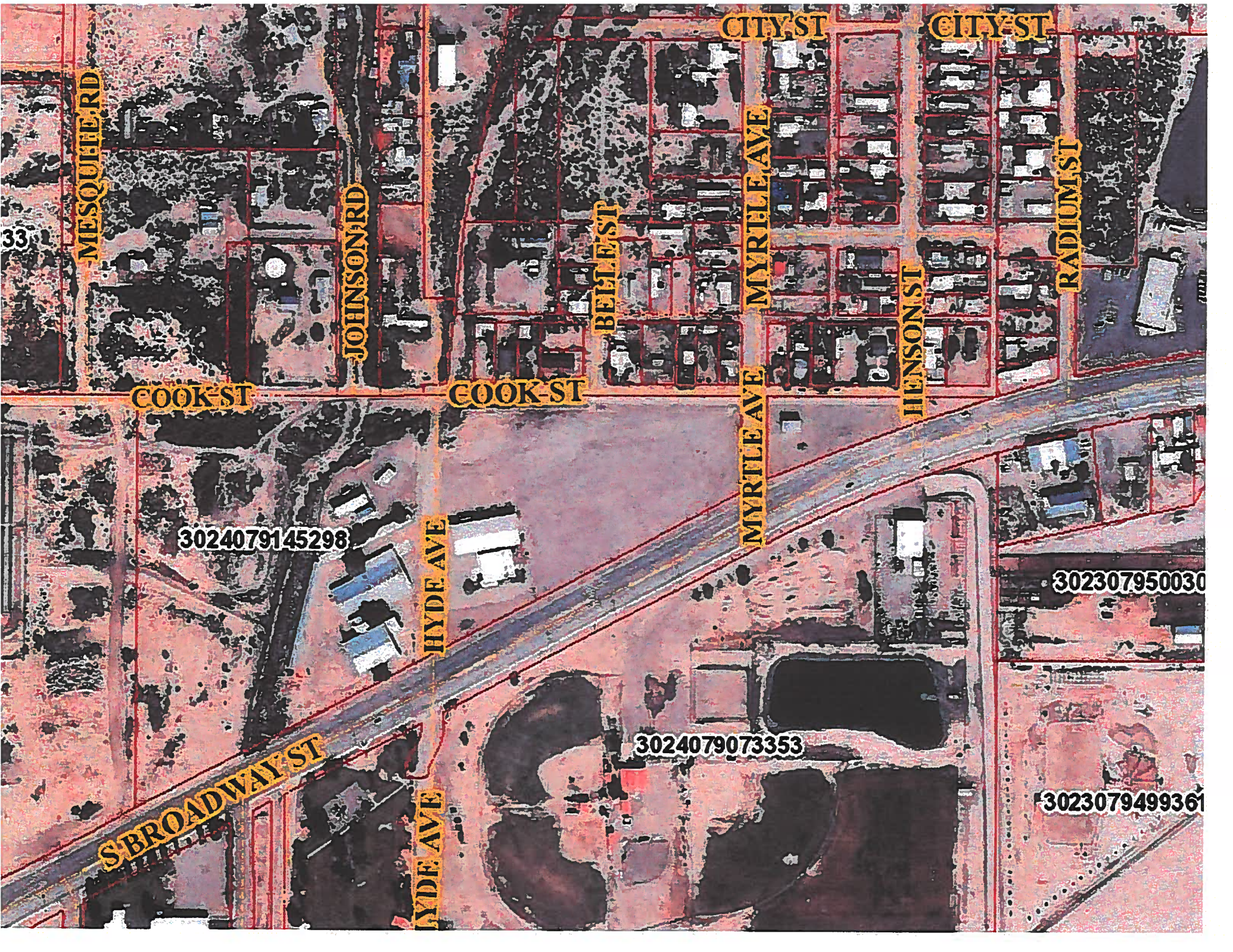
Applicants Signature: \_\_\_\_\_

#### Reviewed By:

Electric Department:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date _____
Water/Wastewater:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date _____
Streets Department:	<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Disapproved	Date <u>03-07-2022</u>
Planning/Zoning:	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	Date _____

Utility Review Comments: This is a City street, vacating this road may become an issue for those in the area that utilize it.





33

MESQUITER RD

JOHNSON RD

COOK ST

COOK ST

BEECH ST

CITY ST

CITY ST

MYRTLE AVE

MYRTLE AVE

HENSON ST

RADIUM ST

3024079145298

HYDE AVE

302307950030

BROADWAY ST

HYDE AVE

3024079073353

3023079499361





3001 COOK ST

2911 COOK ST

1107 BELLE ST

2803 COOK ST

1107 HENSON ST

1107 HENSON ST

2909 COOK ST

2811 COOK ST

2805 COOK ST

2709 COOK ST

2801 COOK ST

2707 COOK ST

1210 MYRTLE AVE

1285 HYDE AVE

3024079145298

2953 S BROADWAY ST

1321 HYDE AVE

S BROADWAY ST

3024079073353

2700

079145298

3024079073353

VAL VERDE AVE

VAL VERDE AVE

HYDE AVE

MYRTLE AVE





3041 COOK ST

2911 COOK ST

1107 BELLE ST

2803 COOK ST

1107 HENSON ST

1107 HENSON ST

2909 COOK ST

2811 COOK ST

2805 COOK ST

2709 COOK ST

2801 COOK ST

2707 COOK ST

1210 MYRTLE AVE

1235 HYDE AVE

302407914528

2953 S BROADWAY ST

HYDE AVE

S BROADWAY ST

3024079073353

2700

3024079073353

079145298

VERDE AVE

VAL VERDE AVE

HYDE AVE



**Amanda Forrister**  
**Mayor**

**Rolf Hechler**  
**Mayor Pro-Tem**

**Merry Jo Fahl**  
**Commissioner**



**Destiny Mitchell**  
**Commissioner**

**Shelly Harrelson**  
**Commissioner**

**Bruce Swingle**  
**City Manager**

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

## **NOTICE OF PUBLIC HEARING**

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Thursday, April 7, 2022 to receive input regarding the following:

**Public Hearing/Discussion/Action: Request to Vacate on Hyde Street between South Broadway and Cook Street.**

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 5:30 p.m.

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

The agenda may be obtained on Monday, April 4, 2022 on the city website calendar at [www.torcnm.org](http://www.torcnm.org); by contacting the City Clerk's Office at 575-894-6673; or by email to: [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

**Publish on the following date:**

- **Sentinel— Friday, March 11, 2022**

**Sec. 11-2-2. - The Planning and Zoning Commission.**

- A. Purpose.** A Municipal Planning and Zoning Commission is hereby established for the purpose of interpretation of this Code, approving certain actions, receiving requests for modifications to this Code and re-zoning, and making recommendations to the City Commission concerning matters pertaining to zoning within the City.
- B. Administrative review and interpretations.**
1. The Planning and Zoning Commission shall review an administrative action of the designated Zoning Administrator when it is alleged that there is an error in the order, requirement, determination, or refusal made by the designated Zoning Administrator and reverse, affirm, or modify the administrative action.
  2. The Commission shall interpret this Code when the designated Zoning Administrator is in doubt as to the exact meaning of the text.
  3. The Commission shall interpret the Official Planning and Zoning District Map in accordance with the standards set forth in the Comprehensive Planning and Zoning Code when the designated Zoning Administrator is uncertain as to the exact boundary of a District shown on the Official Planning and Zoning District Map.
- C. Powers and duties.**
1. Recommend to the City Commission either approval, denial or modification of a request for annexation, special use permit, variance, subdivision, zoning, amendment of this Code, or any other land use consideration within the planning and zoning jurisdiction of the City.
  2. Grant final approval or denial of a home occupation or conditional use permit after public meeting, provided there is not an appeal to the City Commission within fifteen (15) days in accordance with Article 7 of this Code.
- D. Composition of the Planning and Zoning Commission .** The Planning and Zoning Commission shall consist of five (5) members each to be appointed by a simple majority of the City Commission. Eligibility requirements for membership shall be established by the City Commission. Members shall serve staggered terms of two (2) years each. A recording secretary shall be provided to assist the Planning and Zoning Commission by the City. The recording secretary shall not be a member of the Planning and Zoning Commission and shall be only responsible for those duties requested by the Planning and Zoning Commission and approved by the City Manager.
- E. Organization of the Planning and Zoning Commission.** The Planning and Zoning Commission shall elect a chairman, vice-chairman, and second vice-chairman in July of each year, or as required due to unforeseen vacancies. They shall serve for one (1) calendar year following their elections.
- F. Voting.** A simple majority vote of a quorum of the Planning and Zoning Commission is required for approval of all Planning and Zoning Commission actions. A quorum requires at least three members of the Commission present.

In order for a vote to be valid on a particular issue, a quorum must actually vote regarding the measure. A member who abstains from voting on an issue is deemed to have not voted on the issue.

- G. Findings of facts for recommendations and decisions.** In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:
1. Impair an adequate supply of light and air to adjacent property;
  2. Unreasonably increase the traffic in public streets;
  3. Increase the danger of fire or endanger the public safety;
  4. Deter the orderly and phased growth and development of the community;
  5. Unreasonably impair established property values within the surrounding area;

6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

- H. *Report to the City Commission.* The Planning and Zoning Commission shall provide written minutes, with recommendations as necessary, to the City Commission on all matters that are brought before the Commission. Such minutes shall include a statement of the findings of facts that were the basis of any decision or recommendation made by the Planning and Zoning Commission.



**Sec. 15-18. - Vacation of plats.**

- A. *Purpose of vacation of plat:* A vacation of plat occurs when part or all of a filed subdivision plat is eliminated.
- B. *Cause:* All of or any part of a final plat filed with the County Clerk may be vacated if:
  - 1. The owners of record of the land proposed to be vacated sign an acknowledged statement declaring their wish that the plat or portion of a plat be vacated; or
  - 2. The City Commission finds that the plat's approval was obtained by misrepresentation or fraud and orders a statement of vacation to be prepared.
- C. *Processes of vacation:* Vacations of plat that result in the decrease in the number of lots by not more than one lot may be processed using the Alternate Summary Process.
- D. *Statement of vacation:*
  - 1. The vacation of all or a portion of a final plat by the owners of land within a subdivision may be initiated by submittal to the City's Zoning Administrator of the statement of vacation bearing the acknowledged signatures of all owners of record of property within the subdivided land to be vacated.
  - 2. The vacation of all or a portion of a final plat by the owners of land within a subdivision may also be initiated by a vote of a majority of the City Commission.
  - 3. Statements of vacation shall be accompanied by a list of the names of all owners of record of property within and contiguous to the subdivided land to be vacated, and shall also be accompanied by acknowledged statements by the authorized representatives of all utility companies that have easements within the area proposed for vacation, which statements shall state the utilities' agreement to or opposition to such vacation insofar as it affects their rights to use dedicated easements in the subdivision.
- E. *Scheduling and notification:* Within 60 days of receiving a statement of vacation and the appropriate review fee, the City Commission shall approve or deny the vacation, subject to the following:
  - 1. Action shall be taken in a public meeting;
  - 2. At least 15 days prior to the meeting, notice of public hearing shall have been transmitted by first class mail to all owners of private property contiguous to or within 300 feet of the land to be vacated, and to all utilities with easements within or adjacent to the land proposed for vacation.
- F. *Action:* In approving conditionally approving or denying a vacation, the City Commission shall determine if the vacation is in the best interests of the public well-being, and whether any person is adversely affected by the vacation.
- G. *Right to retain roadways and utility easements:* The City Commission may require that dedicated roads within the area proposed for vacation remain dedicated, and may require that the rights of any utility existing before the vacation not be affected by the vacation.
- H. *Filing:* The City Commission's decision shall be filed in the records of the County Clerk of Sierra County by the applicant who shall also pay all required fees. When a vacation is approved, The County Clerk shall mark the final plat with the words "vacated" and shall refer on the final plat to the volume and page on which the statement of vacation is recorded. When a plat is partially vacated, both the City Commission's decision and the plat showing the partial vacation shall be filed in the records of the County Clerk of Sierra County. The County Clerk shall mark the final plat with the words "partially vacated" and shall refer on the final plat to both the volume and page on which the statement of vacation is filed, and the volume and page of the plat showing the area vacated.

(Ord. No. 555, 5-23-06)

# PLANNING AND ZONING COMMISSION FINDINGS OF FACTS CHECKLIST

Request Date \_\_\_\_\_ Address \_\_\_\_\_

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone and therefore adversely affect adjacent property values.

***All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.***

**CITY OF TRUTH OR CONSEQUENCES  
PLANNING & ZONING COMMISSION  
THURSDAY, APRIL 7, 2022**

**MINUTES - DRAFT**

**REGULAR MEETING**

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held at the City Commission Chambers at 405 W. Third Street, Truth or Consequences, New Mexico, on Thursday, April 7, 2022 at 5:30pm.

**CALL TO ORDER:** The meeting was called to order by Chairman Hogg.

**ROLL CALL:**

Michael Hogg, Chairman  
Chris Sisney, Vice-Chairman  
James Bush, Member

**ALSO PRESENT:**

Traci Alvarez, Assistant City Manager  
Angela Torres, City Clerk-Treasurer  
Dawn C. Barclay, Deputy City Clerk

**1. APPROVAL OF AGENDA:**

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

**2. APPROVAL OF MINUTES:**

- a. Regular meeting of February 17, 2022.

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

**3. COMMENTS FROM THE PUBLIC:**

**4. PUBLIC HEARING:**

**a. Public Hearing/Discussion/Action: Request for a Summary Plat Amendment on Parcel 3022079415169 Palomas Hot Springs Townsite, Block 30, Lots 1 – 12. Traci Alvarez, Assistant City Manager.**

**Chairman Hogg** – We have two public hearings. Anyone who will be speaking during the Public Hearing please raise your right hand for swearing-in under the “Battershell Procedure”. This includes OPPONENTS, PROPONENTS, REMAINING PUBLIC and, STAFF.  
Madam Clerk will you please do the swearing in at this time.

*Dawn C. Barclay, Deputy City Clerk swore in all persons that will speak during these hearings.*

**Chairman Hogg** – Ms. Alvarez will you please stat your first item for consideration.

**Traci Alvarez, Assistant City Manager** – Good evening Chairman and Members of the board. This first public hearing is for a Summary Plat Amendment on Parcel 3022079415169. The applicant is requesting to amend his parcel by reducing the number of lots. Currently, this parcel has twelve lots and he would like to reduce it down to six lots for potential development, if he chooses to do so. One of the lots is not a developable lot, at this time it’s referred to as lot twelve. The amendment doesn’t have any effect significantly altering any of the impacts on utilities, and traffic at this time because there are no plans submitted for any development at this time. Any development of this property will have to abide by all City and State, Planning, Zoning, and Building as well as the oversite by Sierra County Flood Director. At this time we are requesting approval to amend the parcel into the lots as requested, the applicate is here for any questions.

**Member Bush made a motion to allow the property to be split. Vice-Chairman seconded the motion. Roll call was taken.**

**Michael Hogg – Voted Aye**

**Chris Sisney – Voted Aye.**

**James Bush – Voted Aye.**

**Motion was a 3 to 0 vote in favor.**

**b. Public Hearing/Discussion/Action: Request to Vacate on Hyde Street between South Broadway and Cook Street. Traci Alvarez, Assistant City Manager**

**Chairman Hogg** – Ms. Alvarez will you please stat your first item for consideration.

**Traci Alvarez, Assistant City Manager** – Thank you Chairman and Members of the board. Sierra County is requesting to vacate Hide Street located between South Broadway and Cook Street.

Specifically, this is the small section of Hike that runs between the fair barn and the Albert J Lyon Center. They would like to have vacate done, so they can have their entire parcel. They own the fair barn and the Albert J Lyon parcels. I think at some point they would like to limit the traffic going into the fair barn. This still leaves access for everybody on Cook Street to have access through Myrtle Avenue as well as Cook Street and South Broadway. I will now stand for any questions.

**Member Bush made a motion to Vacate on Hyde Street between South Broadway and Cook Street. Vice-Chairman Sisney seconded the motion. Roll call was taken.**

**Michael Hogg – Voted Aye.**

**Chris Sisney – Voted Nye. Because of the report from the Streets Department and the Utilities Department at this time.**

**James Bush – Voted Aye.**

**Motion was a 2 to 1 vote in favor.**

**5. NEW BUSINESS:**

**6. REPORTS FROM THE BOARD:**

**7. REPORTS FROM STAFF:**

**8. ADJOURNMENT:**

**There being no further business to come before the Planning & Zoning Commission. Member Bush called to adjourn the meeting. Vice-Chairman Sisney seconded the motion. Motion carried unanimously.**

**PASSED AND APPROVED ON THIS 5<sup>TH</sup> DAY OF MAY 2022.**

---

**Michael Hogg, Chairman**  
Planning & Zoning Commission





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: H.7*

**SUBJECT:** Designate a City Commissioner or Staff Member to represent the City on the Regional Transportation Planning Organizations Board

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** April 6, 2022

**SUBMITTED BY:** Traci Alvarez

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

***Summary/Background:***

Regional Transportation Planning Organizations (RTPOs) generally operate in non-metropolitan areas to conduct outreach to the public and local officials and provide transportation planning support under contract to state departments of transportation.

The focus of the SCRTPO is:

- Continuously providing assistance with comprehensive transportation planning products and services to the counties of Sierra, Socorro, and Doña Ana
- Strengthening rural partnerships and collaboration with funding and planning agencies
- Enhancing project prioritization, planning, and identification of potential funding opportunities to meet the transportation needs within the region
- Improving the overall statewide transportation planning process and responding to rural regional needs

A forum for communication and discussion on transportation related policies, issues, and training opportunities

A network for technical assistance on transportation related funding sources and cycles

The SCRTPO meets quarterly, usually in the months of March, June, September, & December

Designee will need to work closely with City Manager to ensure they have a working knowledge of the transportation infrastructure needs of the City and can provide direct information regarding projects and project prioritization.

***Recommendation:***

Designate City Commissioner or Staff Member to represent the City on the RTPO Board

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

Agenda Item # : H.8

**SUBJECT:** Approval of Purchase Requisitions Over \$20,000

**DEPARTMENT:** Finance

**DATE SUBMITTED:** April 7, 2022

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

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

**Summary/Background:**

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

**Recommendation:**

Approval recommended by Finance Director.

**Attachments:**

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

**Fiscal Impact (Finance):** Yes

As Per Total on Listing of Purchase Requisitions.

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

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

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

**Final Approval:** ☒ City Manager

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

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

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

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

File Name: CC Agendas 4-13-2022

**PURCHASE REQUISITION APPROVAL  
COMMISSION MEETING 4-13-22**

**2021-22 FISCAL YEAR**

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
87310	Superior Roofing of NM	Roof Replacement at the Police Department	David Johnson	Facilities	\$ 28,185.60	Quotes
	Funding Sources	PPRF 4978 Loan Proceeds				
87329	Lynn's Landscape	Sealing &* Striping N&S Parking lots of Fire Department	Paul Tooley	Fire Dept	\$ 22,199.10	Quotes
	Funding Sources	State Fire Funds				
87343	Parkhill Smith & Cooper	Airport Request for Proposal Assistance	Traci Alvarez	Community Services	\$ 21,471.00	RFP-Multiple Engineering
	Funding Sources	General Fund				
87374	NM Department of Transportation	I-25 Business Loop, City's Portion of Water, Sewer, and Landscaping		Capital Outlay	\$ 751,688.00	Utility Cooperative Agreement
	Funding Sources	Fiscal Recovery Funds \$712,404 & Capital Outlay \$39,284				

\$ 823,543.70

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
--------	-------------	-------------	--------------	------------	--------------	------------------

ATTEST:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



# REQUISITION

**Requisition #:** 87310

**Date:** 03/29/2022

**Vendor #:** 8761

**ISSUED TO:** SUPERIOR ROOFING OF NEW MEXICO  
1659 EUBANK BLVD SUITE B  
ALBUQUERQUE, NM 87112-

**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 ROOF REPLACEMENT AT THE POLICE DEF		0.00 315-8004-43403	28,185.60
<b>PO Description:</b> ROOF REPLACEMENT FOR POLICE DEPARTMENT BUILDING				
<b>Detailed Description:</b>				
PER 2 QUOTES AND ONE NO QUOTE. SUPERIOR ROOFING OF NEW MEXICO \$28,185.60, ROOF CARE \$34,835.81, NO QUOTE VF CONSTRUCTION AND GLN CONSTRUCTION				
HOLD FOR COMMISSION APPROVAL 4/13/22				

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

<b>SUBTOTAL:</b>	25,977.51
<b>TOTAL TAX:</b>	2,208.09
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	28,185.60



# ESTIMATE

JAN 05, 2022



## T OR C POLICE DEPT.

507 McAdoo St  
Truth or Consequences, NM  
87901



PREFERRED  
CONTRACTOR

We can help you with

Roofing, Solar, Siding, Gutters [sales@superiorroofingofnewmexico.com](mailto:sales@superiorroofingofnewmexico.com)  
Residential and Commercial 505-308-3756

# OWENS CORNING DURATION

Includes everything from the standard quote and the following upgrades:

**Description**

**House (Roofing)**

- Remove and replace all shingles with OC Duration - includes SureNail Technology for high wind resistance
- Premium Synthetic Underlayment 2nd layer of protection over your entire roof. Premium underlayment is breatheable and has a longer lifespan
- Owens Corning Ridgecap
- Owens Corning Starter

**Advantages**

- SureNail Technology - Owens Corning ensures top wind resistance with its patented woven fabric nailing strip. Provides wind resistance for up to 130 mph!
- Insurance Cost Reduction - avoid costly insurance claims and reduce your insurance costs with impact-resistant class 4 shingles.
- Leading Technology - Owens Corning pioneered the introduction of fibreglass into shingles.
- Increased Warranty - includes Owens Corning preferred warranty

Quote subtotal	\$25,977.51
T or C	\$2,208.09
Total	\$28,185.60



GS21 License #356472

**Re-Roof Proposal City of TorC / Police Station**  
**507 McAdoo St..**  
**Truth or Consequence, NM**  
**2/15/2021**



Prepared by:

**WILLIAM LAWSON**  
**PHONE: 575-805-6796**  
**CELL: 505-440-2490**  
**FAX: 505-243-9987**  
**EMAIL: will@roofcare.us**

## Existing Roof Conditions and Comments

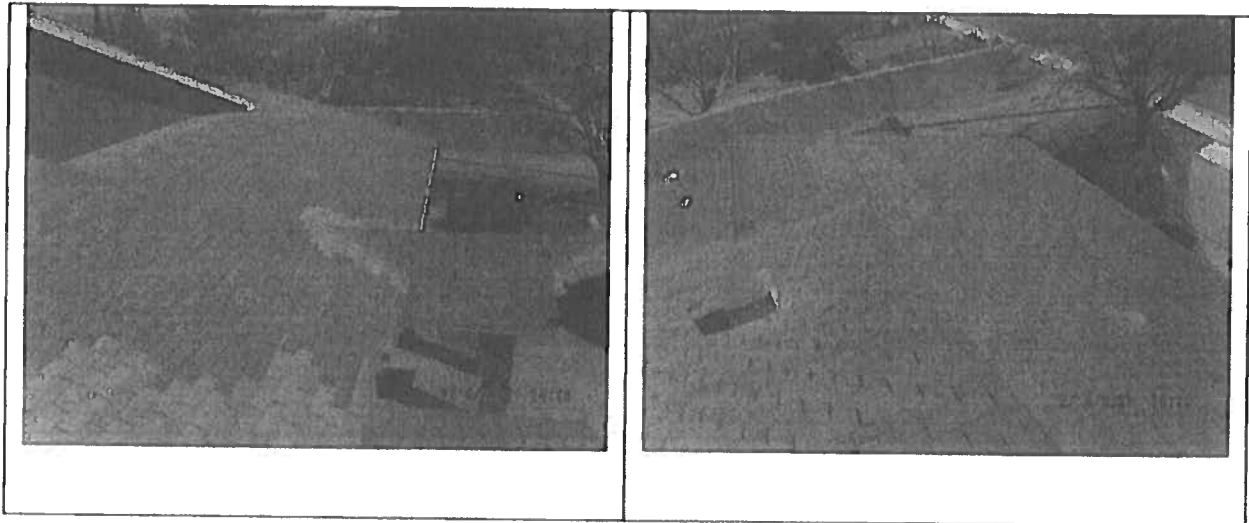
### General Conditions

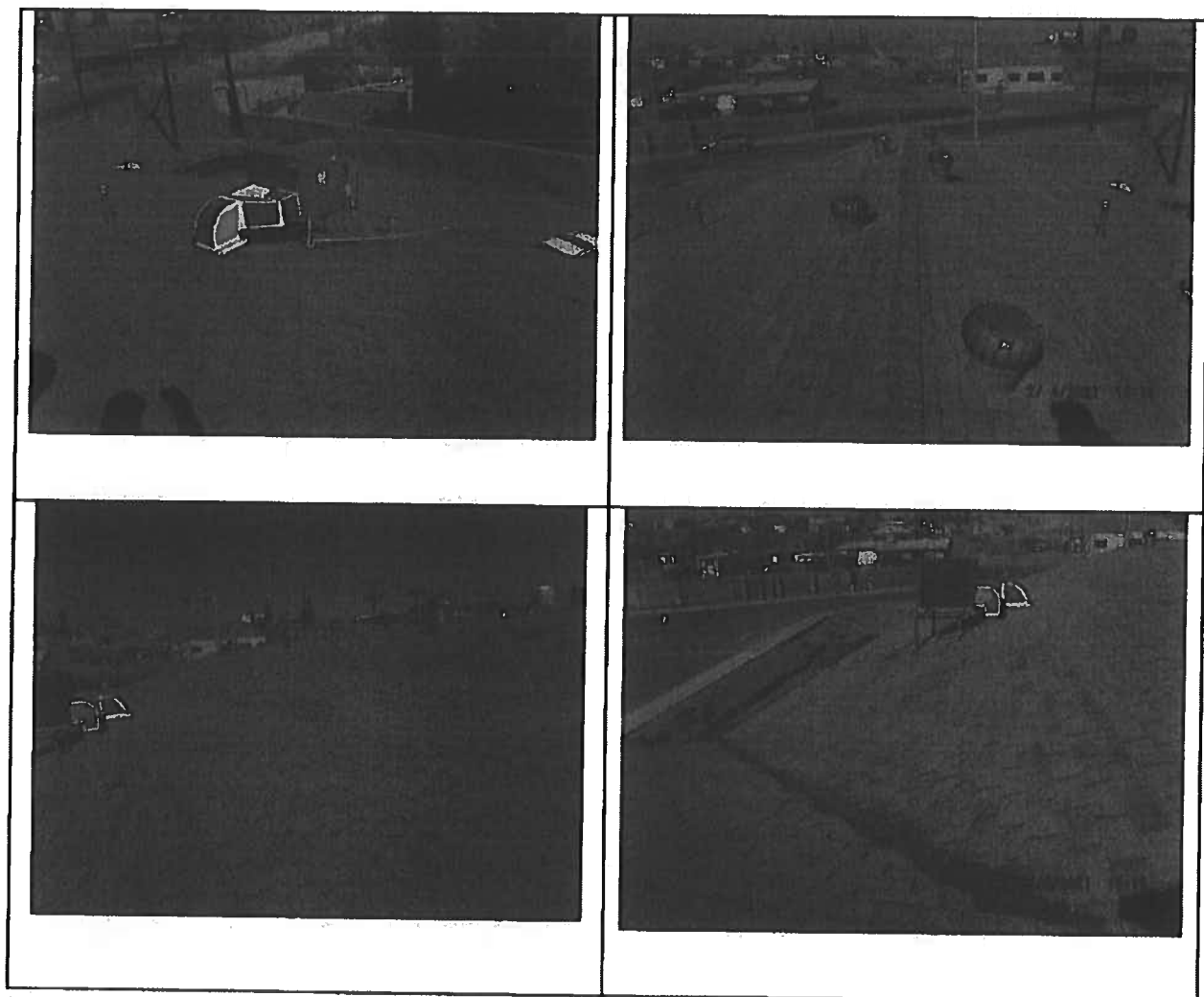
- Roof Type: Shingle
- Roof Age: unknown
- Roof Size: approximately 6324sf.
- Overall Roof Condition: Failed
- Active Leaks: Unknown

### Roof Condition Overview

The existing roof has exceeded its life expectancy and needs to be replaced to eliminate further damage to building structure and contents.

### Photo Documentation





## Recommendations

Complete roof removal and replacement

## Scope of Work

### Owens Corning 30 year Laminate Shingle

- Remove existing roof and properly dispose of off site.
- Any dry rot or water damaged boards are an unknown situation until the existing roof is removed, if dry rot is found it will be immediately brought to the attention of the City of Truth or Consequence for review and you will be provided a change order for time and material cost to make necessary repairs prior to proceeding with new roof installation.
- Install grace Ice and Water Shield at all eaves, valleys, and overhangs approximately 6ft in from all edges.



- Install 90# granular cap sheet in all valleys from ridge to edge of roof.
- Install synthetic felt underlayment on remainder of deck.
- Install 6324 sf of Owens Corning 30- year laminate shingles.
- The new roof will include the following:
  - Owens Corning 30year laminate shingles.
  - Supreme Synthetic underlayment
  - New galvanized metal drip edge.
  - Rolled OC Starter at all perimeter edges.
  - Grace Ice and Water Shield Self Adhering membrane 6ft. in at all edges and valleys.
  - 90# rolled granulated membrane in all valleys
  - All new pipe penetration flashings
  - 6 new wind turbine vents
  - Owens corning ridge shingles.

**Exclusions for both options:**

- Raising mechanical units and gas lines or modifying curb heights
- Plumbing and electrical
- All other non-roofing related requirements
- Stucco and sheetrock/drywall
- RoofCARE will not be responsible for weather conditions outside the recommendations of our manufacturer's guidelines and good roofing industry practice. We assume no liability for any delays due to inclement weather, temperatures or other "Force Majeure" events outside our control.

The City of Truth or Consequence may utilize RoofCARE's CES Contract # 2020-10N-C1302-ALL

<b>ROOF TILE/SHINGLES</b> <b>1.3.1</b>	Remove composition shingles and felts to decking	SF	0.56 1	632 4	\$ 3,547.76	
<b>1.3.5</b>	Shingles, fiberglass, Class A, 30-year, premium laminated multilayered	SF	1.53	632 4	\$ 9,675.72	
<b>1.3.7</b>	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	SF	3.77 4	283 0	\$ 10,680.4 2	
<b>1.10.13</b>	Per diem rate per worker per 24 hour period of time	Per Da y	96.9	10	\$ 969.00	
<b>1.10.15.b</b>	Project site is located 65 or more miles from the contractor's/subcontractor's yard/home location.	SF	1.02	632 4	\$ 6,450.48	
<b>Total</b>					\$ 31,323.3 8	

## Investment

<b>Cost</b>	<b>\$ 31,323.38</b>
<b>2.5% Bond</b>	<b>\$ 783.08</b>
<b>NMGRT @ 8.500%</b>	<b>\$ 2,729.05</b>
<b>TOTAL</b>	<b>\$ 34,835.81</b>
<b>Warranty: 30-year Manufacturer's Material Warranty 2 year Contractor Workmanship Guarantee</b>	

The City of Truth or Consequence may utilize RoofCARE's CES Contract # 2020-10N-C1302-ALL

### Payment Terms:

- 40% due upon mobilization.
- Remainder due upon completion, net 30 days.
- Pricing valid for 30 days.

\_\_\_\_\_  
William Lawson

2/16/21  
Date

\_\_\_\_\_  
Client Approval – *Print*

\_\_\_\_\_  
Option Selected

\_\_\_\_\_  
Client Approval - *Sign*

\_\_\_\_\_  
Date



## Kirkpatrick, Carol

---

**From:** Johnson, David  
**Sent:** Tuesday, March 29, 2022 10:13 AM  
**To:** Kirkpatrick, Carol  
**Subject:** RE: Superior Roofing

The No quotes that I Received via phone call was from GLN Construction from TorC phone #(575)-894-5928 and VF Construction also from TorC Phone# (575)-740-0797.

---

**From:** Kirkpatrick, Carol  
**Sent:** Tuesday, March 29, 2022 9:25 AM  
**To:** Johnson, David  
**Cc:** Otero, Ruby; Kerin Salcedo  
**Subject:** Superior Roofing

Dave,

The quote I copied does not have the vendors name on it. Silly me.

When you get a change could you please bring the book back so I can copy the cover?

Thank you,

Carol Kirkpatrick  
Finance Director  
City of Truth or Consequences  
575-740-7323

---

**From:** Johnson, David  
**Sent:** Monday, March 28, 2022 1:02 PM  
**To:** Kirkpatrick, Carol  
**Cc:** Otero, Ruby; Kerin Salcedo  
**Subject:** vendor app/w-9

Here is the W-9 and vendor app from Superior Roofing.  
Thank you.

*David S. Johnson*  
*The City Of Truth Or Consequences*  
*Facility Management Manager*  
(575) 740-8035



# REQUISITION

**Requisition #:** 87329

**Date:** 03/30/2022

**Vendor #:** 7787

**ISSUED TO:** LYNN'S LANDSCAPE  
P.O. BOX 250  
ELEPHANT BUTTE, NM 87935

**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 CURBS		0.00 209-1603-47415	434.00
2	0 PARKING LOTS		0.00 209-1603-47415	4,654.65
3	0 PREP & SEAL		0.00 209-1603-47415	17,110.45
<b>PO Description:</b> hold - SEALING & STRIPING N. & S. PARKING LOTS				
<b>Detailed Description:</b> HOLD FOR COMMISSION APPROVAL 4/13/22 - kms PER 3 QUOTES				

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

<b>SUBTOTAL:</b>	20,460.00
<b>TOTAL TAX:</b>	1,739.10
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	22,199.10

RLC Services dba Lynn's Landscape  
PO Box 250  
EB, NM 87935  
575-744-4009  
sellp2003@hotmail.com

## Estimate

ADDRESS

Tor C Fire Dept  
210 E. 9th St.  
TorC, NM 87901

ESTIMATE #

5988

DATE

03/23/2022

EXPIRATION DATE

04/22/2022

Labor

This estimate is for the sealing & striping project at the North & South Fire Stations in T or C, NM. It includes the following work to be performed:

1 20,460.00

20,460.00T

**CURBS: \$400**

- Painting of all curbs, per customer's request
- Application of Flash Seal Coating

**PARKING LOTS: \$4290**

- Sealing of pavement
- Layout & striping of lots, per customer's request

**PREP & SEAL: \$15,770**

- Cleaning of pavement with wire brooms & power blowers
- Pre-treat existing gas, oil and transmission fluid stains with primer
- Apply 2 coats of sealant
- Stabilize heavily damaged areas with extra sealant

\*Areas will be marked off for 24 hours once the seal coat process is finished.

SUBTOTAL

20,460.00

TAX (0.085)

1,739.10

TOTAL

**\$22,199.10**



**Accepted By**

**Accepted Date**



**FLASH PAVING & SEAL COATING**  
 "We are paving the way"  
 Harlan Vincent  
 575-937-1474  
 PO Box 323  
 Ruidoso Downs, NM 88346  
 harlanvincent@gmail.com

# Estimate

Date	Estimate #
3/28/2022	228

<b>Customer Name/Address</b>
Chief Tooley North South Fire Stations, NM

<b>P.O. No.</b>

Item	Job Description	Rate	Amount	MARKUP	Total
Seal Coat Com...	Flash Seal Coating proposes the following: North and South Fire Stations *Clean pavement area with wire brooms and power blowers... *Pre-treat oil/gas/transmission fluid spots with "Seal Master" Petro- Seal concentrated oil spot primer * Apply 2 coats of "Seal Master" Master Seal asphalt sealer by spray/broom method to pavement area. * Heavily alligator areas are double seal coated or treated with a special, very thick material to help cover and stabilize those areas where your driveway/parking lot has a base failure. This is not a permanent solution, but a time buying procedure which cannot be guaranteed. *Once the seal coat process is complete Flash Seal Coating will barricade your driveway/parking lot with caution tape or construction cones for 24 hours. Flash Paving & Seal Coating is NOT responsible for "power steering" marks caused by vehicles turns their	22,187.00	22,187.00		22,187.00T

Flash Seal Coating Guarantee's all prep, labor, and product for one year. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

<b>Subtotal</b>
<b>Sales Tax (7.88%)</b>
<b>Total</b>

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_



**FLASH PAVING & SEAL COATING**  
"We are paving the way"  
Harlan Vincent  
575-937-1474  
PO Box 323  
Ruidoso Downs, NM 88346  
harlanvincent@gmail.com

## Estimate

Date	Estimate #
3/28/2022	228

<b>Customer Name/Address</b>
Chief Tooley North South Fire Stations, NM

<b>P.O. No.</b>

Item	Job Description	Rate	Amount	MARKUP	Total
	wheels when not moving. Power steering marks will dissipate over time.				

Flash Seal Coating Guarantee's all prep, labor, and product for one year. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

<b>Subtotal</b>
<b>Sales Tax (7.88%)</b>
<b>Total</b>

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_



**FLASH PAVING & SEAL COATING**  
 "We are paving the way"  
 Harlan Vincent  
 575-937-1474  
 PO Box 323  
 Ruidoso Downs, NM 88346  
 harlanvincent@gmail.com

# Estimate

Date	Estimate #
3/28/2022	228

<b>Customer Name/Address</b>
Chief Tooley North South Fire Stations, NM

P.O. No:

Item	Job Description	Rate	Amount	MARKUP	Total
Curb Paint	Flash Paving & Seal Coating proposes the following- Flash Paving & Seal Coating proposes the following: * Custom parking lot layout individually designed to meet the curb color requirements of each customer		0.00		0.00T
Striping	Flash Seal Coating follows all federal and state guidelines. Flash Seal Coating proposes the following: * Custom parking lot layout individually designed to meet the line striping requirements of each customer * Once the pavement is thoroughly sealed and cured the striping process begins * Flash Seal Coating follows all federal and state guidelines.		0.00		0.00T

Flash Seal Coating is committed to providing you with the highest quality service, using the highest quality products available. We staff courteous and professional people whose goal is to deliver outstanding results and ensure your satisfaction.  
 \*\*Flash Seal Coating is a Leader in Asphalt Maintenance\*\*

Flash Seal Coating Guarantee's all prep, labor, and product for one year. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

<b>Subtotal</b>	\$22,187.00
<b>Sales Tax (7.88%)</b>	\$1,748.34
<b>Total</b>	\$23,935.34

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_



**BARTOO SAND & GRAVEL, INC.**

March 24, 2022

Chief Tooley,

Thank you for contacting Bartoo Sand & Gravel on your project to re-seal and paint your parking lots at the City fire stations. We currently are not providing that service. Our company may be able to provide the product but, not complete the job. Please keep us in mind on any future projects for your Fire Department(s).

Thank you

Jared Bartoo – Vice President





# REQUISITION

**Requisition #:** 87343

**Date:** 04/01/2022

**Vendor #:** 6058

**ISSUED TO:** PARKHILL SMITH & COOPER  
ACCOUNTS PAYABLE  
4222 85TH ST.  
LUBBOCK, TX 79423-

**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 AIRPORT RFP FBO ASSISTANCE		0.00 101-1010-48598	21,471.00
<b>PO Description:</b> AIRPORT FBO RFP ASSISTANCE				
<b>Detailed Description:</b>				

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

<b>SUBTOTAL:</b>	19,938.00
<b>TOTAL TAX:</b>	1,533.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	21,471.00



# REQUISITION

**Requisition #:** 87374

**Date:** 04/06/2022

**Vendor #:** 8765

**ISSUED TO:** NEW MEXICO DEPARTMENT OF TRANSPORTATION  
ADDRESS PENDING  
SANTA FE, NM 80000-0000

**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 ESTIMATED CITY PORTION OF WATER AN		0.00 260-2002-80860	514,907.00
2	0 ESTIMATED CITY PORTION OF LANDSCAP		0.00 260-2002-80860	197,497.00
3	0 REMAINING PORTION OF CITY'S LANDS		0.00 315-8007-80846	39,284.00

**PO Description:** CITY'S PORTION OF ROUND ABOUT PROJECT

**Detailed Description:**

CONTRACT NO 000054340 UTILITY COOPERATIVE AGREEMENT

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

<b>SUBTOTAL:</b>	751,688.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	751,688.00

**I-25 BUSINESS LOOP (CN 1101231 & 1101232)**  
**CITY OF TRUTH OR CONSEQUENCES OPINION OF PROBABLE COST**  
**6/7/2021**

**PHASE I (CITY FUNDED)**

BID ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
663206	WATER SYSTEM	LS	LS	\$ 67,000.00	\$ 67,000.00
663207	SEWER SYSTEM	LS	LS	\$ 237,000.00	\$ 237,000.00
664000	LANDSCAPE, COMPLETE	LS	LS	\$ 170,400.00	\$ 170,400.00
<b>CITY FUNDED TOTAL (PHASE I)</b>					<b>\$ 474,400.00</b>

**PHASE II (CITY FUNDED)**

BID ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
664000	LANDSCAPE, COMPLETE	LS	L.S.	\$ 218,400.00	\$ 218,400.00
<b>CITY FUNDED TOTAL (PHASE II)</b>					<b>\$ 218,400.00</b>

<b>SUBTOTALS PHASE I AND PHASE II</b>				<b>\$ 692,800.00</b>
<b>NMGRT (8.5%)</b>				<b>\$ 58,888.00</b>
<b>ENGINEERING &amp; CONTINGENCY (E&amp;C) - 5%</b>				<b>\$ 37,584.40</b>
<b>GRAND TOTAL</b>				<b>\$ 751,688.00</b>

NOTE: COSTS SHOWN IN THIS OPINION OF PROBABLE COST ARE BASED ON CURRENT CONSTRUCTION COSTS AND LIKELY WILL INCREASE BASED ON FUTURE CONSTRUCTION COSTS WHEN PROJECT IS LET FOR CONSTRUCTION.

Contract No  
Vendor No. 000054340  
Project No. 1101231  
Control No. 1101231

**UTILITY COOPERATIVE AGREEMENT  
NEW MEXICO DEPARTMENT OF TRANSPORTATION  
CITY OF TRUTH or CONSEQUENCES**

**THIS AGREEMENT** is made and entered into this 23<sup>rd</sup> day of March, 2022 by and between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION**, herein referred to as "**STATE**", and the **CITY OF TRUTH or CONSEQUENCES** herein referred to as "**CITY**", pursuant to NMSA 1978, Section 67-3-28, as amended, and Sections 67-8-15 thru 67-8-21.

**RECITALS**

**WHEREAS**, the **STATE** plans to improve the roadway Date street between Mile Post 4.3 North to Mile Post 4.6, identified as I-25 Business Loop, further identified as **Project Number 1101231, Control Number 1101231**, herein referred to as the "**PROJECT**", located within the limits of Sierra County, New Mexico; and

**WHEREAS**, the **CITY** maintains a Water Line and Sanitary Sewer Line along the existing roadway to be relocated and desires to relocate its Water Line and protect its Sanitary Sewer Line upon completion of the Roadway, within highway right of way, and requests assistance from the **STATE** to effect said relocation; the details of said Water Line and Sanitary Sewer Line relocations are itemized in the attached Estimate designated as Exhibit "A"; and

**WHEREAS**, the **CITY** desires that the **STATE** relocate their Water Line and Sanitary Sewer Line as part of the **STATE'S PROJECT** construction contract; and

**WHEREAS**, the **CITY** desires to reimburse the **STATE** for the cost of the Water Line and Sanitary Sewer Line by providing one lump sum payment for the entire amount; and

**WHEREAS**, the **STATE** is agreeable to relocating the **CITY's** Water Line and Sanitary Sewer Line as part of the **PROJECT** conditioned upon the **CITY'S** reimbursement of the costs.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION ONE - PURPOSE:**

The purpose of this **AGREEMENT** is to specify and delineate the rights and duties of the parties hereto pertaining to the relocation of the **CITY'S** Water Line and Sanitary Sewer Line as part of the **STATE'S PROJECT**.

**SECTION TWO - THE STATE:**

1. In its **PROJECT** plans and contract for construction of the **PROJECT**, the **STATE** shall include provisions for the **STATE'S** contractor to relocate the **CITY'S** Water Line and Sanitary Sewer Line in accordance with Exhibit "B", being the **STATE'S** Construction Plans and NMDOT Standard Specifications for Highway and Bridge Construction, current edition the **PROJECT**, and the **CITY'S** Utilities Standards and Revisions, and both Specifications are hereby incorporated by reference into this **AGREEMENT**. The **STATE'S** project construction plans shall include utility plan sheets in the "11" series, attached hereto and also designated as Exhibit "B". The **STATE** does not and shall not warrant or guarantee the quality of work performed by the **STATE'S** contractor, nor shall the **STATE** be responsible for any damage or injury caused to the **CITY** or its property by the **STATE'S** contractor.
2. During construction, the **STATE** shall not exclude the **CITY'S** designated representative from the site so long as such person strictly abides by all the rules and regulations promulgated by the **STATE**. The **STATE** shall include provisions in its contract with its contractor to extend the hold harmless provisions of Section 107.29 of the **STATE'S** NMDOT Standard Specifications for Highway and Bridge Construction, current edition, to the **CITY** so that the **CITY** is included as an additional insured by the **STATE'S** contractor.
3. The **DEPARTMENT** shall require its Contractor to perform all construction pursuant to: MAP-21 "Moving Ahead for Progress in the 21st Century Act," <https://www.fhwa.dot.gov/construction/cqit/buyam.cfm> and (23U.S.C313) implemented by the Federal Highway Administration October 1, 2012; identifies the requirement's that utility owners must use "steel, iron and manufactured products that are produced in the United States."



### **SECTION THREE - THE CITY:**

1. The **CITY** shall Provide inspection and acceptance of the relocation work performed on Facilities by the **DEPARTMENT'S** Contractor.
2. The **CITY** shall Provide requested project related information to the **DEPARTMENT** and **DEPARTMENT'S** Contractor within 24 hours of any request.
3. The **CITY** shall provide funding to the **STATE** for all relocation costs of the **CITY'S** Water Line and Sanitary Sewer Line based upon the detailed estimate provided by the **CITY**, specified in Exhibit "A". Upon opening of the bids, the bid items of the apparent low bidder included for the relocation of the **CITY'S** Water Line and Sanitary Sewer Line will be totaled. If the total bid amount of the bid is greater than the **CITY'S** estimate of the costs of the relocation, the **CITY** shall provide additional funding in the amount of the difference. Should the bid amount be less, the **STATE** will procede with the **PROJECT** until the completion and the **CITY** shall reimburse the **STATE** for the total cost of the relocation as provided herein. Any change orders that may occur during relocation shall be reimbursed by the **CITY** to the **STATE**. The **CITY** shall also reimburse the **STATE** for any additional expenses incurred by the **STATE** for any contractor delay claim made due to delays caused by the project change orders made at the request of the **CITY** regarding the Water Line and Sanitary Sewer Line. All such change orders must be requested in writing by the **CITY** and have written **STATE** approval.
4. The **CITY** shall reimburse the **STATE** for the cost of the work pursuant to the terms of the **AGREEMENT** and the **STATE** shall withhold a 10 percent retainage to insure that the Water Line and Sanitary Sewer Line is done in a good and workmanlike manner and in substantial compliance with the specifications refered hereto as Exhibit "B". Upon satisfactory completion of the **PROJECT**, the **STATE** shall pay to the **CITY** any unused funds attribitable to the **CITY'S** replacement.
5. Payment for any necessary work added and approved by the **CITY** shall be due within sixty (60) calendar days of the date of the billing by the **STATE**. If payment is not made and the account becomes delinquent after the due date, interest shall accrue on the unpaid balance at the rate of 10% per annum until the account becomes current.
6. Any necessary coordination or advisory regulations, ordinances, "codes, or other" requirements involving **CITY** officials and functionaries regarding the shutdown of utilities or temporary outages and notifications shall be the responsibility of the **CITY**.

The **STATE** shall instruct its contractor to provide twenty-four (24) hour advance notice to the **CITY** prior to any required shutdown or temporary outages of utilities.

7. The **CITY** understands and agrees that a six percent (6%) Construction, Engineering & Inspection (CE&I) surcharge shall be applied to the costs of the Water Line and Sanitary Sewer Line relocations to cover the **STATE'S** construction, engineering, and inspection costs.
8. The **STATE** expressly does not warrant or guarantee the quality of the work to be performed by the **STATE** contractor and shall not be responsible for any damage or injury caused to the **CITY** or its property by the **STATE** contractor. Upon completion of the Water Line and Sanitary Sewer Line relocations, the **CITY** shall assume total responsibility for the maintenance and operation of the Water Line and Sanitary Sewer Line including all costs associated therewith.

#### **SECTION FOUR - OWNERSHIP:**

By mere reason of the **STATE'S** participation in the relocations of the Water Line and Sanitary Sewer Line the **STATE** is not incorporating this utility system into the **STATE** Highway System nor is the **STATE** assuming ownership, maintenance, responsibility or liability for participation in the relocations of the Water Line and Sanitary Sewer Line. The **CITY** shall be the sole owner of the Water Line and Sanitary Sewer Line and solely liable for the operation and maintenance, including all costs associated therewith.

#### **SECTION FIVE - STATE'S AUTHORIZATION OF EXPENDITURES:**

This **AGREEMENT** is contingent upon sufficient appropriations made by the Legislature of New Mexico for the performance of this **AGREEMENT**. If sufficient appropriations and authorizations are not made by the Legislature, this **AGREEMENT** shall terminate upon written notice given by the **STATE**. The **STATE'S** decision as to whether sufficient appropriations are available shall be accepted by the parties hereto and shall be final.

#### **SECTION SIX - INTENT OF THIS AGREEMENT:**

It is specifically agreed between the parties executing this **AGREEMENT**, that it is not intended by any of the provisions of any part of this **AGREEMENT** to create in the public or any member thereof a third-party beneficiary or to authorize anyone not a party to the **AGREEMENT** to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claims whatsoever, pursuant to the provisions of this **AGREEMENT**.

**SECTION SEVEN - NEW MEXICO TORT CLAIMS ACT:**

By entering into this **AGREEMENT**, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this **AGREEMENT**. Any liability incurred in connection with this **AGREEMENT** is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law and the New Mexico Tort Claims Act. The **CITY**, and their "public employees" and the **STATE**, and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this **AGREEMENT** modifies and/or waives any provision of the New Mexico Tort Claims Act.

**SECTION EIGHT - TERMS OF THIS AGREEMENT:**

That performance of all duties and obligations herein will conform with and not contravene any applicable federal, **STATE**, and local laws.

**SECTION NINE - UNEXPENDED AND UNENCUMBERED PROPERTIES:**

If upon termination of this **AGREEMENT**, there remains any property, materials or equipment belonging to the **STATE**, the **STATE** shall account for and dispose of same in its discretion.

**SECTION TEN - ACCOUNTING OF RECEIPTS AND DISBURSEMENTS:**

There shall be strict accountability for all receipts and disbursements relating hereto.

**SECTION ELEVEN - EQUAL OPPORTUNITY COMPLIANCE:**

The Parties agree to abide by all Federal and **STATE** Laws and rules and regulations, and executive orders of the Governor of the **STATE** of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the **STATE** of New Mexico, the Parties agree to assure that no person in the United **STATES** shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this **AGREEMENT**. If the Parties are found to not be in compliance with these requirements during the life of this **AGREEMENT**, the Parties agree to take appropriate steps to correct these deficiencies.

**SECTION TWELVE - CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:**

The STATE and CITY shall comply with all federal, STATE, and local laws and ordinances applicable to the work called for herein. The STATE and CITY further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans With Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented by the Department of Labor Regulations (41 CFR 60). Accordingly, 49 CFR 21 is applicable to this AGREEMENT and incorporated herein by reference.

**SECTION THIRTEEN - SEVERABILITY:**

In the event that any portion of this AGREEMENT is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this AGREEMENT shall remain in full force and effect.

**SECTION FOURTEEN - MERGER:**

This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT.

No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this AGREEMENT. The terms of this AGREEMENT are lawful. The performance of all duties and obligations herein shall conform with and do not contravene any applicable STATE, local, or federal statutes, regulations, rules, or ordinance

**SECTION FIFTEEN - AMENDMENT:**

This AGREEMENT shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

**SECTION SIXTEEN - EXPIRATION:**

This AGREEMENT shall expire 180 days after final acceptance of the highway construction project listed above, unless terminated earlier by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year set forth below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
**SECRETARY OR DESIGNEE**

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

**CITY OF TRUTH or CONSEQUENCES**

By:   
**Mayor**

Date: March 23, 2023

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S  
OFFICE OF GENERAL COUNSEL**

By: \_\_\_\_\_  
**Assistant General Counsel**

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





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

Agenda Item # : H.9

**SUBJECT:** MOU between the City and the Hot Springs Cemetery Association

**DEPARTMENT:** Parks

**DATE SUBMITTED:** April 5, 2022

**SUBMITTED BY:** O.J. Hechler, Community Service Director

**WHO WILL PRESENT THE ITEM:** O.J. Hechler, Community Service Director

### **Summary/Background:**

MOU between the City and the Hot Springs Cemetery Association:

The Hot Springs Cemetery Association provides grounds maintenance at the Hot Springs Cemetery and the City provides monetary support in the amount of \$4,000 annually that is paid in quarterly installments of \$1,000.

### **Recommendation:**

Approval of MOU

### **Attachments:**

- Memorandum of Understanding
- Request to continue services for FY23 from the Hot Springs Cemetery Association

### **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 4-13-2022

# ***Hot Springs Cemetery Association***

***P O Box 1180***

***Truth or Consequences, NM 87901***

---

March 17, 2022

City of Truth or Consequences  
Parks Department  
O. J. Hechler  
Director of Community Services  
505 Sims  
Truth or Consequences, NM 87901

The Hot Springs Cemetery Association would like to renew our contract with the City of Truth or Consequences for the fiscal year 2022-2023. We would perform the same services of care and maintenance of the cemetery grounds in return for the sum of \$4,000 per year, paid in quarterly installments.

This agreement has been renewed with the City for the past approximately 12 years and has worked well to keep the historic Hot Springs Cemetery looking clean and attractive.

Thank you for your consideration of this request.



Arrow Lorimier, President



LaRena Miller, Secretary/Treasurer

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Truth or Consequences, (hereinafter called "**City**"), and the Hot Springs Cemetery Association (hereinafter called "**Association**").

**WHEREAS**, the parties wish to provide for grounds maintenance at the Hot Springs Cemetery located on Cedar Street for the purposes described herein.

**NOW THEREFORE**, the parties do mutually agree as follows:

### **TERM**

The City shall compensate the Association up to the sum of \$4,000.00 (four thousand dollars) for a one (1) year period commencing on July 1, 2022 through June 30, 2023. This MOU may be extended on an annual basis for a period not to exceed 3 years, including all extensions, upon a written request from the Association.

### **SCOPE OF WORK**

The Association agrees to provide the following services.

- 1) Coordinate activities with the City Park Manager.
- 2) Water the trees and shrubs. Prune as needed.
- 3) Cut the weeds. Spray weed killer as needed.
- 4) Clean up trash and debris, and properly dispose of same.
- 5) Handle repairs as they come up.
- 6) Report any jobs too big for the Association to the City Park Manager.
- 7) Report any damage to monuments, fencing, gates, etc. to the City Park Manager.
- 8) Provide an updated map to the City Park Manager and City Clerk's Office.
- 9) In general, keep the cemetery clean and beautiful.

### **COMPENSATION**

The funding of \$4,000.00 shall be disbursed quarterly in equal amounts of \$1,000.00. The Association shall submit an invoice to the City for payment by the 10<sup>th</sup> business day following each quarter via the City Manager's Office. The invoice shall itemize the tasks completed and specify the quarter being billed. The invoice shall be payable to the Association within 30 days of receipt of the invoice.

The quarters correspond to the City's fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>.

- 1<sup>st</sup> Quarter: July, August and September
- 2<sup>nd</sup> Quarter: October, November and December
- 3<sup>rd</sup> Quarter: January, February and March
- 4<sup>th</sup> Quarter: April, May and June

## **OWNERSHIP OF DOCUMENTS**

All documents prepared as part of this MOU are property of the City. The Association may retain reproducible copies.

## **CLAIMS**

The Association shall save and hold the City free from claims that might arise in connection with work the Association will perform under this MOU. The Association also agrees to pay expenses and legal costs that might arise because of the Association's involvement in this project.

## **TERMS AND CONDITIONS**

**1) Termination of Contract** – Either party may terminate this MOU at any time by giving at least thirty (30) days' notice in writing to the other party. If the MOU is terminated by the City, the Association will be paid for the time provided and expenses incurred up to the termination date.

**2) Changes** – The City may, from time to time, request changes in the scope of the services of the Association to be performed hereunder. Such changes, including any increase or decrease in the amount of the Association's compensation, which are mutually agreed upon by and between the City and the Association, shall be incorporated in written amendments to this MOU.

**3) Compliance with Local Laws** – The Association shall comply with all applicable laws, ordinances and codes of the State and the City and the Association shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this MOU.

---

**Hot Springs Cemetery Association**

---

**City of Truth or Consequences**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: H.10*

**SUBJECT:** Approve Memorandum of Understanding (MOU) with Sierra County for Pictometry Imagery Services

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** April 6, 2022

**SUBMITTED BY:** Traci Alvarez

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

### **Summary/Background:**

The County solicited and negotiated a contract with Pictometry International Corporation to provide high resolution ortho and oblique imagery. Staff would like to enter into an MOU with the County obtain access to the imagery for the purpose of assisting in building and zoning review and code enforcement.

### **Recommendation:**

Approve MOU with Sierra County

### **Attachments:**

- Memorandum of Understanding

**Fiscal Impact (Finance):** Yes

\$10,000.00

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

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

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

**Final Approval:** ☒ City Manager

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

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022





**MEMORANDUM OF UNDERSTANDING BETWEEN SIERRA COUNTY, THE CITY OF TRUTH OR CONSEQUENCES, THE CITY OF ELEPHANT BUTTE, AND THE SIERRA COUNTY FLOOD COMMISSION TO SHARE COSTS FOR HIGH RESOLUTION GEO-REFERENCED AERIAL IMAGERY FROM PICTOMETRY**

**THIS AGREEMENT** is entered into by and between the County of Sierra ("County") and the City of Truth or Consequences ("Truth or Consequences"), the City of Elephant Butte ("Elephant Butte") and the Sierra County Flood Commission, referred to collectively as the ("parties").

**I. RECITALS**

**WHEREAS**, with the exception of the Sierra County Flood Commission, the Parties are bodies corporate and politic, existing by and under the Constitution and Laws of the State of New Mexico; and,

**WHEREAS**, the County solicited and negotiated a contract with Pictometry International Corporation to provide high resolution ortho and oblique imagery and to access and use Pictometry Connect, which provides visualization-only access to the Pictometry-hosted custom imagery libraries, which contract is attached hereto and expressly incorporated herein; and,

**WHEREAS**, the parties have agrees to share the cost of high resolution geo-referenced aerial photography imagery with the County; and,

**WHEREAS**, the Parties have determined that in addition to orthoimagery, oblique imagery will greatly assist staff in the assessment process, and will also notably benefit the county and municipal staff in code enforcement, law enforcement, and other such purposes; and,

**NOW THEREFORE** the parties hereby agree as follows:

**II. AUTHORITY**

The Board of County Commissioners is statutorily charged with the power to "preserve peace and order" and, "provide for the safety, preserve the health, promote the prosperity

and improve the morals, order, comfort and convenience of ... its inhabitants". See NMSA 1978, § 4-37-1 (1995). Among other things, the municipalities are statutorily permitted to protect generally the property of its municipality and its inhabitants and to preserve peace and order within the municipality. NMSA 1978, Section 3-18-1 (1972).

### **III. SCOPE OF DUTIES**

#### **THE COUNTY SHALL**

1. Provide the municipalities a copy by electronic or physical means of Imagery and associated metadata as delivered to the County by Pictometry pursuant to the Pictometry Services Agreement.
2. Maintain a database of authorized users from the County and each municipality that are assigned a login username and password to access the Pictometry-hosted custom imagery libraries.
3. Provide APIs as delivered to the County by Pictometry to each municipality for their use to provide the oblique imagery viewer through any City hosted network
4. Be the point of contact with Pictometry.
5. Pay Pictometry for all sums due for services rendered and enforce Pictometry's obligations under the Pictometry Services Agreement at no cost to the municipalities.
6. Contribute \$57,400.00 for Pictometry Imagery under the Pictometry Services Agreement.
7. Annually invoice the municipalities in the amounts detailed herein.

#### **EACH MUNICIPALITY AND THE SIERRA COUNTY FLOOD COMMISSION SHALL**

1. Be responsible for the payment of \$10,000.00 to be made upon execution of this MOU.
2. Agree to utilize the imagery solely for business purposes and to not allow resale or redistribution of the data for non-governmental business.
3. Provide a point of contact for the County regarding this Agreement.
4. Submit to the County Assessor the name, department, title and e-mail address of each employee that is to be provided authorized access to the Pictometry software for the purpose of viewing oblique imagery.
5. Respond to County requests to review and update authorized user lists.
6. Be responsible to ensure that their employee authorized users abide by all terms and conditions contained in the attached Pictometry Services Agreement.

### **IV. TERM**

This Agreement becomes effective upon signature by all parties hereto and shall remain

in effect for six (6) years or until it is terminated pursuant to the terms of this Agreement.

**V. PROPERTY**

No property will be acquired by virtue of this Agreement.

**VI. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS**

Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

**VII. AMENDMENT**

This Agreement shall not be altered, modified, or amended except by an instrument in writing executed by both parties hereto.

**VIII. ASSIGNMENT**

This Agreement may not be assigned by either party hereto without the advance written consent of the other party, which consent may be withheld at the other party's sole and absolute discretion.

**IX. GOVERNING LAW**

This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the Laws of the State of New Mexico.

**X. SEVERABILITY**

If any provision of this Agreement, or the application of such provisions to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of its provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and the remainder of this Agreement can be performed in substantial accordance with the original intent of the parties hereto.

**XI. INTEGRATION OF AGREEMENT**

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

## **XII. NEW MEXICO TORT CLAIMS ACT**

By entering into this Agreement, each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act (NMSA 1978, Section 41-4-1, et seq.) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The parties and their "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, and do not waive any defense or limitations of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

## **VII. PRIVILEGES, EXEMPTIONS, AND IMMUNITIES**

All privileges and immunities from liability, exemptions from laws, ordinances, and rules, which apply to the activity of officers, agents, or employees of any signatory public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties under the provisions of the Agreement.

## **XIII. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon ninety (90) days written notice delivered to the other. No refund will be available upon termination of the Contract.

## **XIV. CONTACT AND NOTICES**

The parties may, from time to time, change their contact person and shall provide prompt notice of such change to the other party. Any notice required under this Agreement shall be deemed given and delivered to, and received by, the receiving party three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below:

Sierra County contact and mailing address:

Sierra County Manager  
1712 N. Date Street  
Truth or Consequences, NM 87901

Telephone No: (575) 894-6215

Truth or Consequences contact and mailing address:

City of T or C Manager  
505 SIMMS ST.  
T or C NM 87901

Elephant Butte contact and mailing address:

City of Elephant Butte Manager  
P O BOX 1080  
ELEPHANT BUTTE NM 87935

Sierra County Flood Commission contact and mailing address:

Sierra County Flood Director  
1712 N DATE ST.  
T or C NM 87901

**XV. SURPLUS FUNDS**

After completion of the Agreement's purpose, any surplus money on hand shall be returned to the County.

**XVI. APPROPRIATIONS**

Performance under this agreement is contingent upon sufficient authority and appropriations.

**IN WITNESS WHEREOF**, the parties have executed this Agreement which becomes effective as of the date of approval by all parties.

**APPROVED, ADOPTED, AND PASSED** on this 19th day of April, 2022.

**BOARD OF COUNTY COMMISSIONERS OF SIERRA COUNTY**

---

James Paxon, Chairman

---

Travis Day, Vice-Chair

---

Hank Hopkins, Commissioner

Attest:



---

Shelly K. Trujillo  
Sierra County Clerk

**APPROVED, ADOPTED, AND PASSED** on this \_\_\_\_ day of \_\_\_\_\_, 2022.

**TRUTH OR CONSEQUENCES**

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

**ATTEST BY:**

\_\_\_\_\_

**APPROVED, ADOPTED, AND PASSED** on this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ELEPHANT BUTTE**

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

**ATTEST BY:**

\_\_\_\_\_

**APPROVED, ADOPTED, AND PASSED** on this \_\_\_\_ day of \_\_\_\_\_, 2022.

**SIERRA COUNTY FLOOD COMMISSION**

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

**ATTEST BY:**

\_\_\_\_\_



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: H.11*

**SUBJECT:** Authorize City Manager Bruce Swingle to proceed with a Quitclaim Deed transfer with New Mexico State for Property Exchange pertaining to the New Mexico State Veterans Home

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** April 6, 2022

**SUBMITTED BY:** Traci Alvarez

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

***Summary/Background:***

New Mexico State Facilities Management Division is asking for a quitclaim deed transfer for property located between the Truth or Consequences Veterans Memorial Park and the Hamilton Military Museum (City Property) and the NM State Veterans Home (NM State Property). City and State would agree to exchange of property and the state will hire a surveyor to perform a lot adjustment.

***Recommendation:***

Authorize City Manager Bruce Swingle to proceed with a Quitclaim Deed.

***Attachments:***

- Fence Site Plan
- Boundary Survey

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

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

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

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

***Final Approval:*** ☒ City Manager

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

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022



South Broadway Street  
NMPN F-001-2(2)

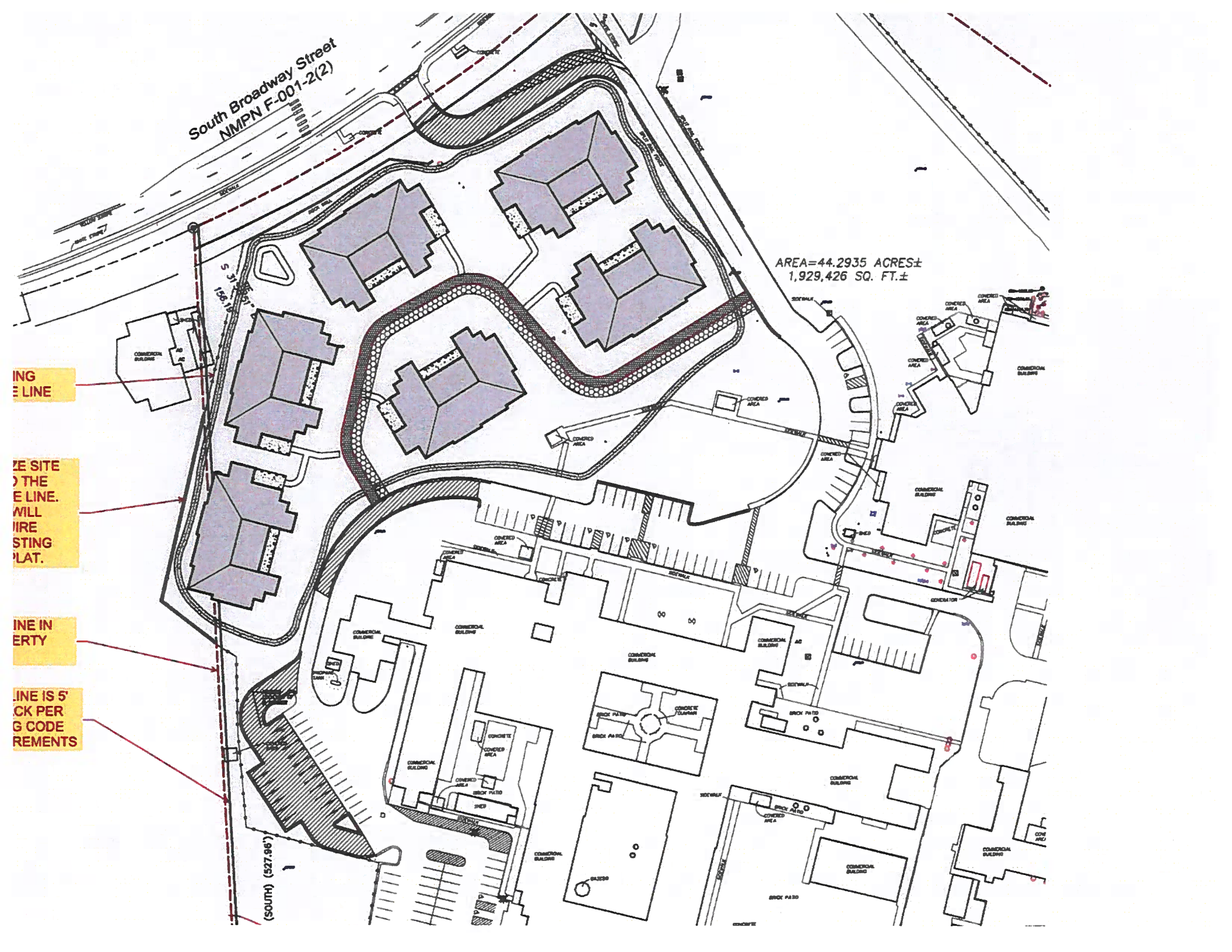
AREA=44.2935 ACRES±  
1,929,426 SQ. FT.±

ING  
E LINE

ZE SITE  
O THE  
E LINE.  
WILL  
IRE  
STING  
PLAT.

INE IN  
ERTY

LINE IS 5'  
CK PER  
G CODE  
REMENTS





South Broadway Street  
NMPN F-001-2(2)

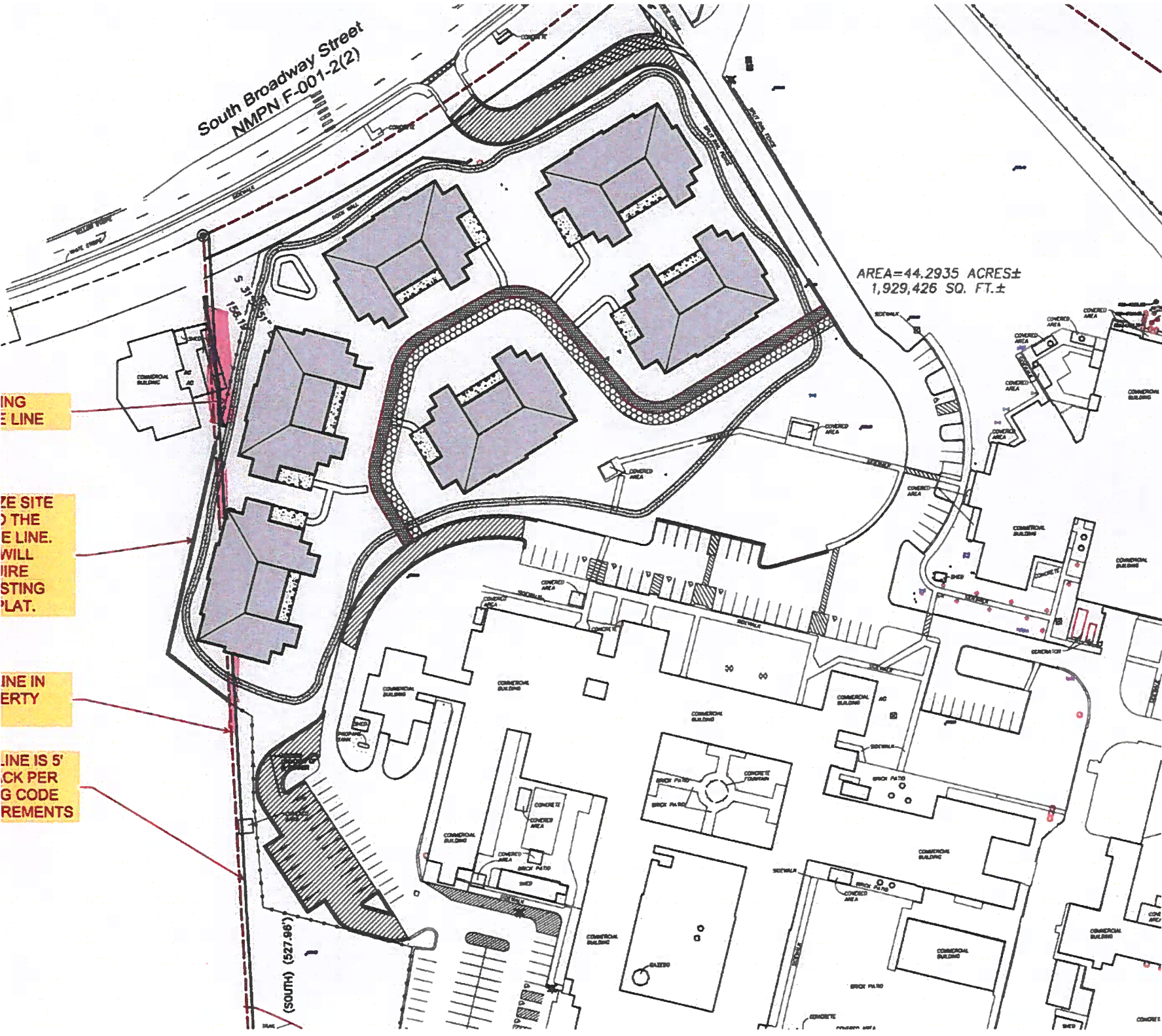
AREA=44.2935 ACRES±  
1,929,426 SQ. FT.±

ING  
E LINE

ZE SITE  
O THE  
E LINE.  
WILL  
IRE  
STING  
PLAT.

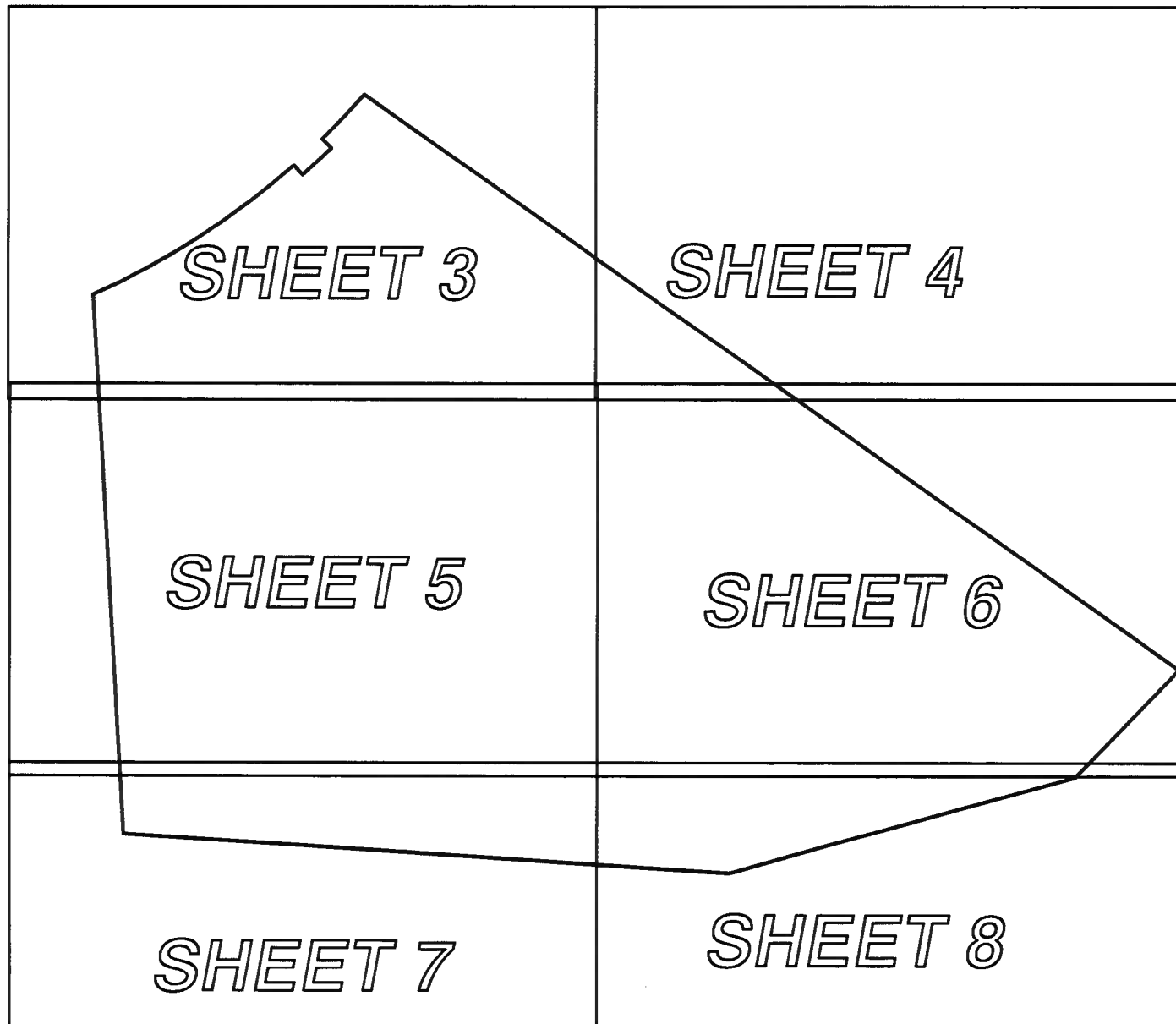
INE IN  
ERTY

LINE IS 5'  
CK PER  
G CODE  
REMENTS





## Key Map



AREA=44.2987 ACRES±  
1,929,653 SQ. FT.±

(07/02/1900, 52-159)

See Sheets 3 through 8  
for Detail Sheets with  
Improvements

LOT 3

Curve Table

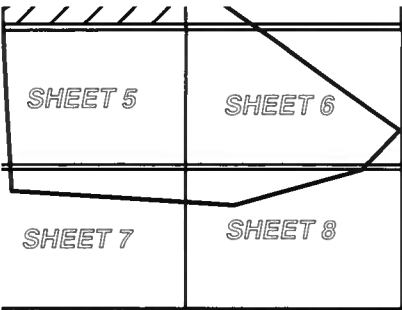


N=772046.10  
E=2898410.87  
EL.=4316.00

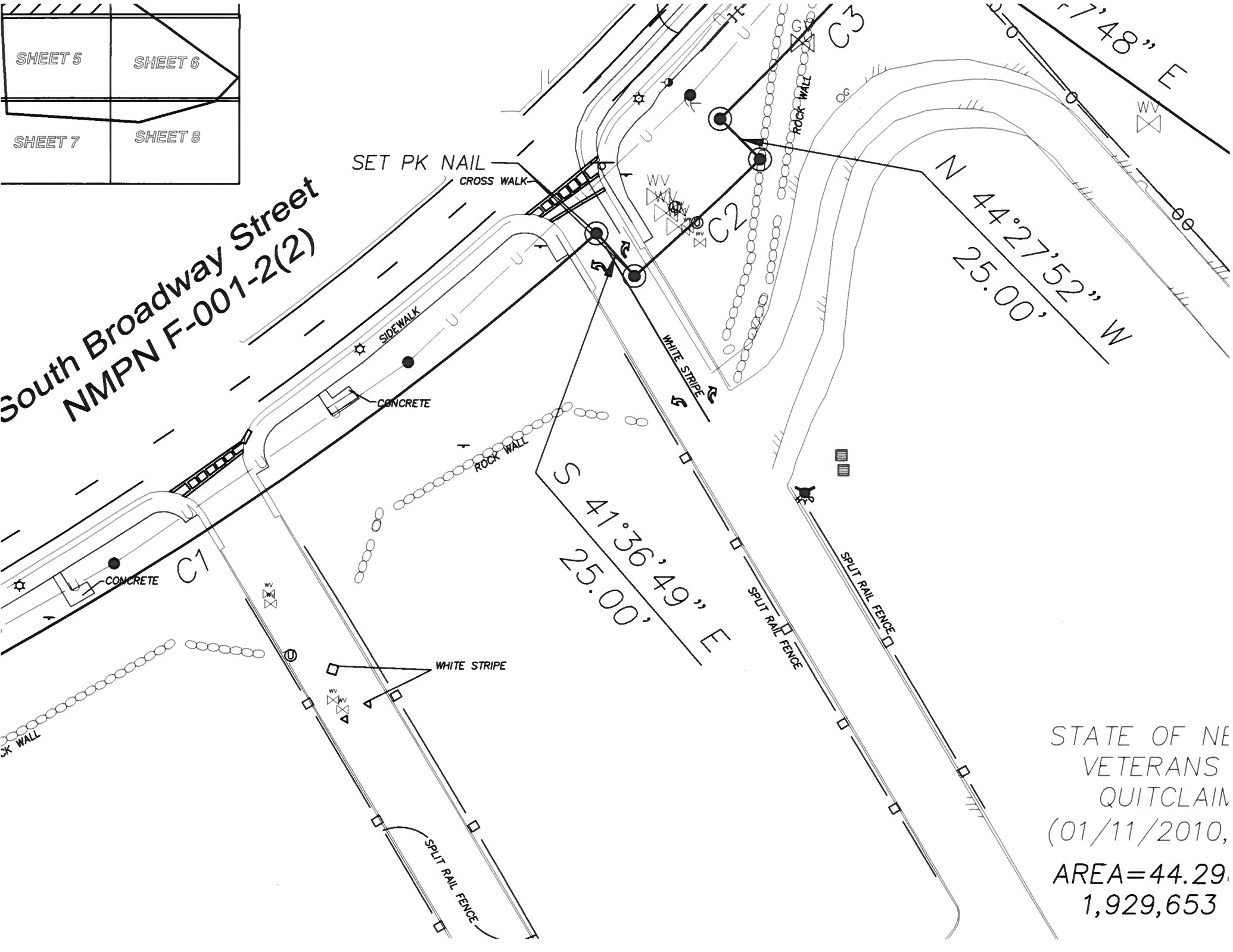
RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
1482.48'	457.58'	17°41'05"	230.62'	N 57°13'54" E	455.76'
1507.48'	75.01'	2°51'03"	37.51'	N 46°57'50" E	75.00'
1482.48'	117.46'	4°32'23"	58.76'	N 43°16'07" E	117.43'

LOT 4





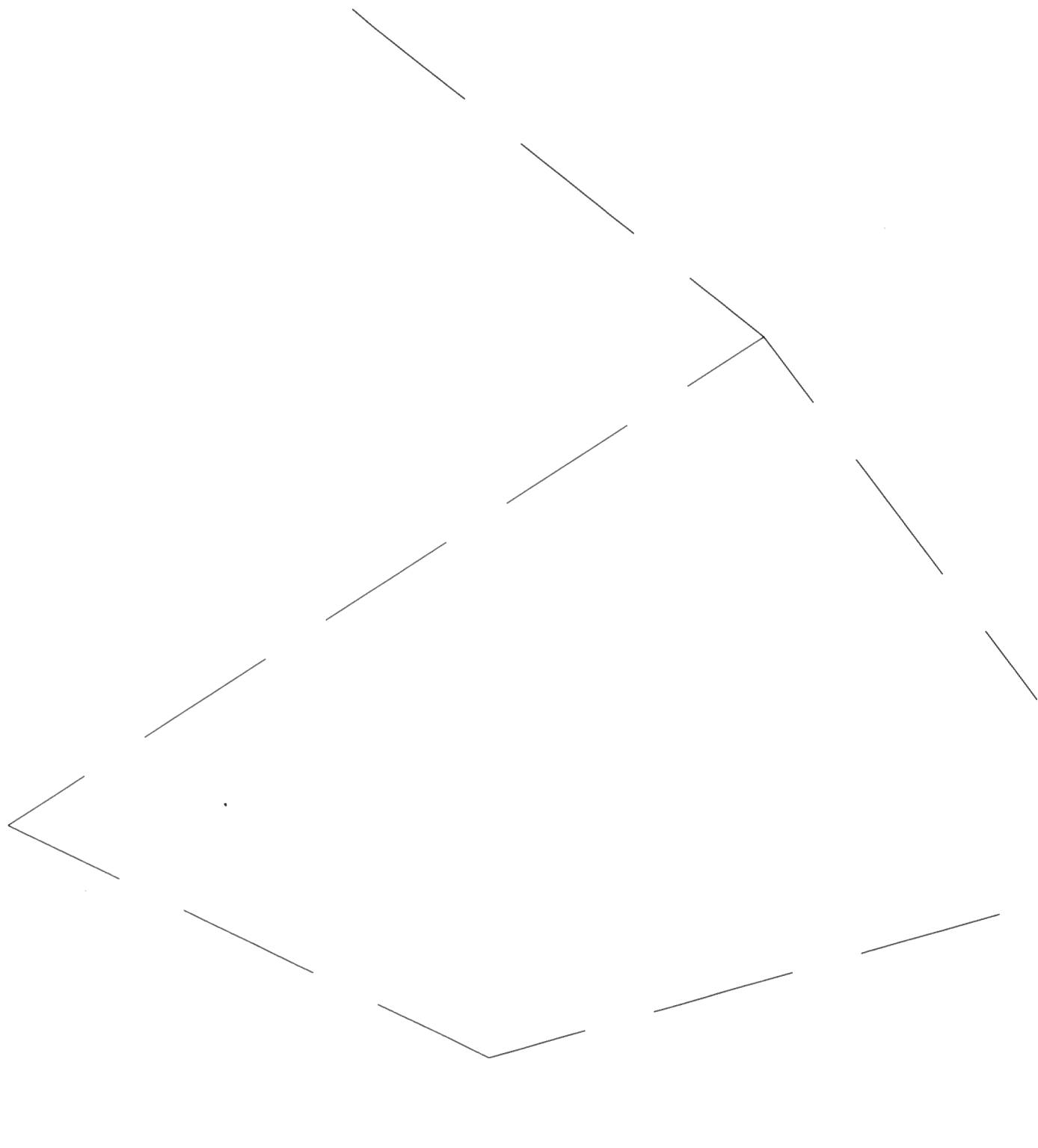
South Broadway Street  
NMPN F-001-2(2)



STATE OF NE  
VETERANS  
QUITCLAIM  
(01/11/2010,  
AREA=44.29,  
1,929,653



PORTION OF LOTS 3, 4  
AND 13,  
QUITCLAIM DEED  
07/02/1986, 52-159)





LOT 4

GRAVEL ROAD

CHAIN LINK FENCE  
EDGE OF ASPHALT

GRAVEL ROAD

BLOCK WALL

COVERED AREA

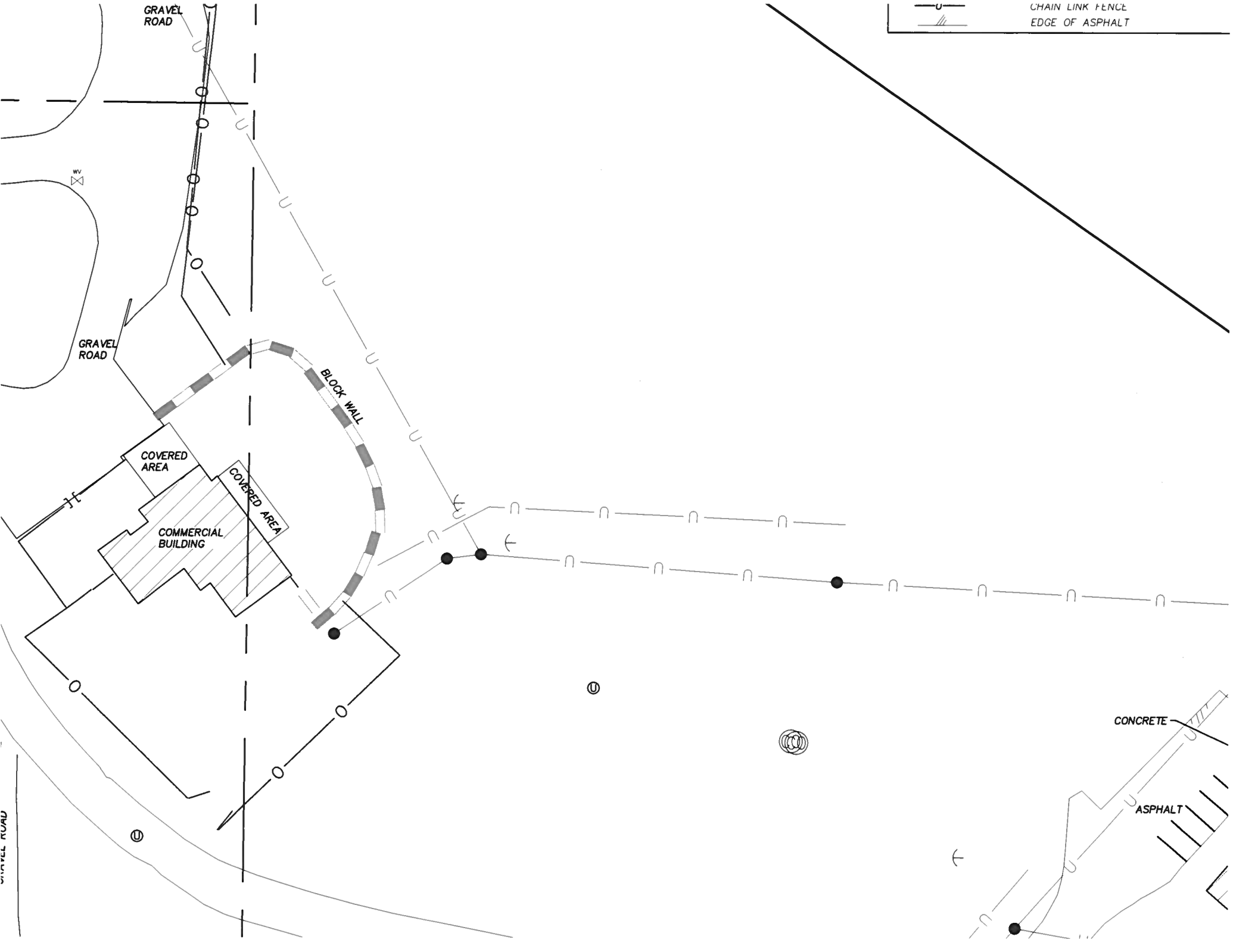
COVERED AREA

COMMERCIAL BUILDING

CONCRETE

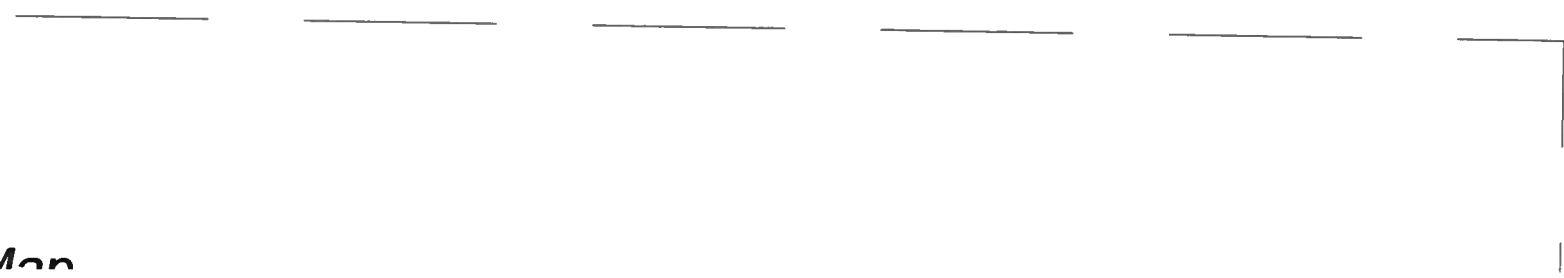
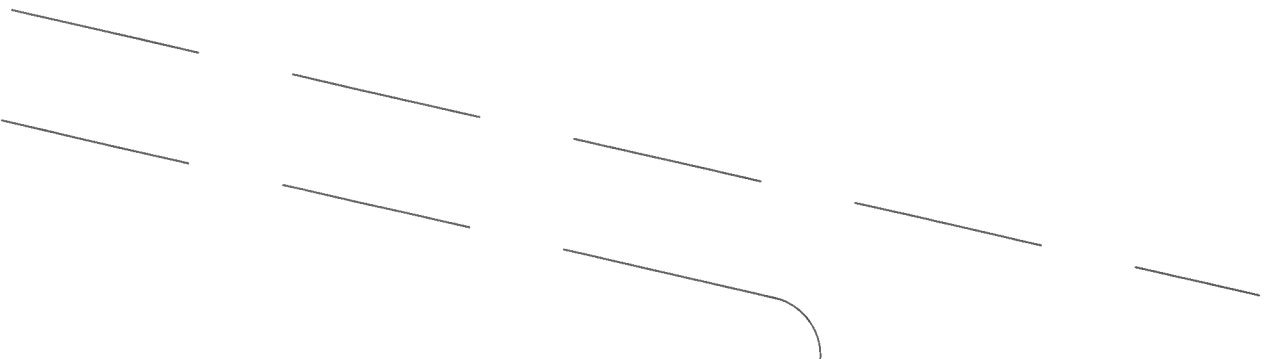
ASPHALT

GRAVEL ROAD





*Riverside Drive*

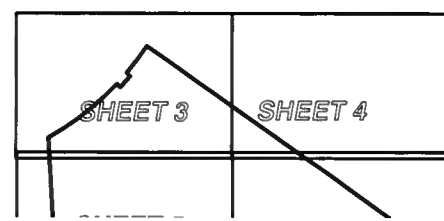


.75

GRAVEL ROAD

TRAIL

# Key Map







# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

Agenda Item # : H.12

**SUBJECT:** Review and Approval of 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:** April 7, 2022

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

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

### Summary/Background:

This item was presented at the March 9, 2022 Commission Meeting for a request from AT&T and MD7 to facilitate modifications to the current cell site tower lease on Kopra Street. After further review, city staff would like to revisit the request and make a recommendation of the proposal.

### Recommendation:

Discussion and review of 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 4-13-2022



**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*





16495

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.

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 [covenmtce@att.com](mailto:covenmtce@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 or 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 l 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  
Attn: 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 South 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. KOPPEL  
Its: DIRECTOR, NETWORK SERVICES  
Date: 21 OCT 05

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



**TENANT ACKNOWLEDGMENT**

STATE OF Oregon )  
COUNTY OF Maricopa ) ss:

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

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

**LANDLORD ACKNOWLEDGMENT**

**CORPORATE ACKNOWLEDGMENT**

STATE OF New Mexico )  
COUNTY OF Sierra ) ss:

I CERTIFY that on October 14<sup>th</sup>, 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 Jol [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



EXHIBIT 00172100  
MASSACHUSETTS  
NOTARY PUBLIC - MA  
CRYSTOLIA D. BENNETT

**EXHIBIT 1**  
**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Agreement dated September, 2005, by and between City of Truth or Consequences New Mexico, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Landlord owns certain property with an address of SW 1/4 of Section 28, Township 13S, Range 4W hereinafter identified as the "Property," legally described as follows:

**QUITCLAIM DEED**

James V. Caughran and Elsie Caughran, his wife and Frederic G. Comstock and Betty J. Comstock, his wife for consideration paid, quitclaim to  
The City of Truth or Consequences, New Mexico, a municipal corporation.

the following described real estate in Sierra County, New Mexico:

A tract of land situate in Sierra County, New Mexico lying partially within the NW 1/4 SW 1/4, NE 1/4 SW 1/4, and SW 1/4 NW 1/4 of Section 28, T13S, R4W, N.M.P.M. and being more particularly described as follows, to wit:

Beginning at a concrete monument set for the Southeast corner of this tract at a point on the West right of way of Interstate Highway No. 25 (N.M.P. 1-025-2(8)68) whence a Highway right of way rail marked Station 757 + 00 bears S. 48° 16' 30" W. a distance of 213.58 feet and whence the West one Quarter Corner of Section 28, T13S, R4W, bears N. 54° 54' 30" W. a distance of 1792.43 feet; thence N 89° 07' 30" W. 466.78 feet; thence N. 81° 59' W. 668.88 feet to a concrete monument at the Southwest corner of this tract; thence N. 0° 10' W. 1034.90 feet to the Northwest corner marked by a concrete monument; thence N. 64° 34' E. 995.60 feet to the Northeast corner of this tract marked by a concrete monument; thence S. 24° 24' E. 208.62 feet; thence South 342.32 feet; thence East 155.26 feet; thence S. 24° 24' E. 87.98 feet to a point of curvature; thence around the arc of a curve to the left having a radius of 350 feet, through a central angle of 65° 49' an arc length of 402.05 feet and whose long chord bears S. 87° 18' 30" E. 380.31 feet to a point of tangency; thence N. 89° 47' E. 92.45 feet to a point of a curve; thence around the arc of a curve to the left having a radius of 230 feet through a central angle of 21° 26' 58" an arc length of 86.10 feet and whose long chord bears S. 13° 40' 31" E. 85.60 feet to a point of tangency; thence S. 24° 24' E. 53.88 feet to a point of curvature; thence around the arc of a curve to the right having a radius of 399.44 feet, through a central angle of 20° 21' 31" an arc length of 141.93 feet and whose long chord bears S. 14° 13' 15" E. 141.19 feet to the West right of way of Interstate Highway No. 25 marked by a concrete monument; thence along the right of way S. 48° 16' 30" W. 718.02 feet to the place of beginning, containing 40.000 acres of land more or less.

WITNESS OUR HANDS and SEAL this 29 day of December, 1975

James V. Caughran (Seal) Elsie Caughran (Seal)  
Frederic G. Comstock (Seal) Betty J. Comstock (Seal)

**ACKNOWLEDGMENT FOR NATURAL PERSONS**

STATE OF NEW MEXICO

County of Sierra

The foregoing instrument was acknowledged before me this 29 day of December, 1975, by James V. Caughran and Elsie Caughran, his wife and Frederic G. Comstock and Betty J. Comstock, his wife. Martha Taylor (Seal)

**ACKNOWLEDGMENT FOR CORPORATION**

STATE OF NEW MEXICO

COUNTY OF

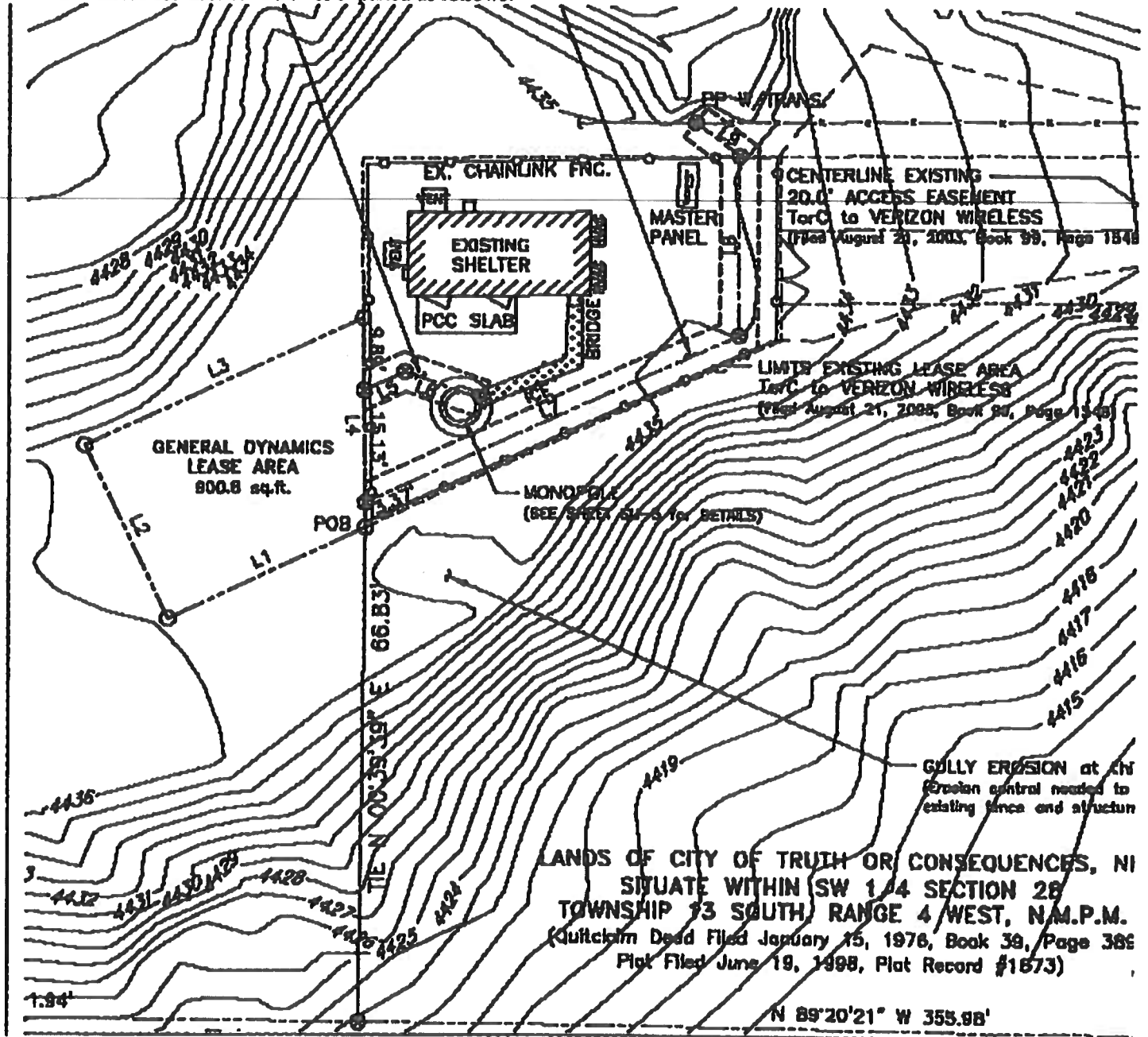
The foregoing instrument was acknowledged before me this 29 day of December, 1975, by

(Name of Officer) \_\_\_\_\_  
(Name of Corporation Acknowledging) \_\_\_\_\_  
(Name of Corporation) \_\_\_\_\_  
My commission expires \_\_\_\_\_  
(Seal) \_\_\_\_\_

FOR RECORDERS USE ONLY  
STATE OF NEW MEXICO } SS  
County of Sierra  
I HEREBY CERTIFY that this instrument was filed for record on the 29 day of December, A.D., 1975 at Sierra County, N.M. and was recorded in book 22 page 111.  
Filed 29 day of December, 1975.  
By Debra Hollingsworth  
County Clerk, Sierra County, N.M.

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.



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item # : H.13*

**SUBJECT:** Approval of Cortez Gas Company Lease  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** March 30, 2022  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Bruce Swingle, City Manager

***Summary/Background:***

Land lease between the City of Truth or Consequences and Cortez Gas Company.

***Recommendation:***

Approval of Lease.

***Attachments:***

- Lease
- -

***Fiscal Impact (Finance): Yes***

\$15,000.00

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

Approve

***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 4-13-2022

**LEASE**

THIS INDENTURE, made this 28 day of March, 2022,

BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES,

hereinafter, whether singular or plural, masculine, feminine, or neuter, designated as "Lessor," which expression shall include Lessor's heirs, executors, administrators, assigns, and successors in interest,

AND CORTEZ GAS COMPANY,

hereinafter, whether singular or plural, masculine, feminine, or neuter, designated as "Lessee," which expression shall include all Lessees, jointly and severally, and shall include Lessee's heirs, executors, administrators, assigns, and successors in interest,

**W I T N E S S E T H :**

**DEMISE OF PREMISES**

Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, Lessee's heirs, executors, administrators, assigns, and successors in interest, and upon the terms and conditions herein contained, does hereby let, lease, and demise to Lessee the following-described premises situate in Truth or Consequences, in the County of Sierra, State of New Mew Mexico, to-wit:

**SEE EXHIBIT AA@ ATTACHED.**

**TERM OF LEASE**

The term of this lease shall be for a period of five (5) years, beginning on the 1st day of April, 2020 and ending on the 31st day of March, 2027.

**RENT**

Lessee, for and in consideration of this Lease and the demise of the said premises by Lessor to Lessee, hereby agrees and covenants with Lessor to pay as rent for the said premises, without notice or demand, in the following manner, to-wit:



The sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) per month, beginning on the 1st day of April, 2022, and TWO HUNDRED FIFTY DOLLARS (\$250.00) payable on the 1st day of each successive month through March 1, 2027.

All of the rent shall be paid by Lessee to Lessor or Lessor's order in lawful money of the United States at 505 Sims Street, Truth or Consequences, New Mexico, 87901, or at such other place as the Lessor may designate from time to time for this purpose.

### **USE OF PREMISES**

Lessee, for and in consideration of this Lease and the demise of the said premises by Lessor to Lessee, hereby agrees and covenants with Lessor to use and occupy the said premises for commercial operations; to conform and comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations in using the said premises; and not to use or to be used the said premises in any manner in contravention of any applicable municipal, state, and federal ordinances, laws, rule, or regulations or so as to create any nuisance, or so as to tend to increase the existing rate of fire insurance for the said demised premises.

### **CONDITION OF PREMISES AND REPAIRS**

Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor that Lessee has examined the said premises prior to the execution hereof, knows the conditions thereof, and acknowledged the Lessee has received the said demised premises in good order and condition and that no representation or warranty as to the condition or repair of the said premises has been made by Lessor, and, at the expiration of the term of this Lease, or any renewal or extension thereof Lessee will yield up peaceably the said premises to Lessor in as good order and condition as when the same were entered upon by Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted; that the term of this Lease, or any extension or renewal thereof at Lessee's own expenses and will repair and replace promptly any and all damage, including damage to glass, that may occur from time to time; that Lessee hereby waives any and all right to have such repairs or replacements made by Lessor or at Lessor's expense; and that, if Lessee fails to make such repairs and replacements promptly, or, if

such repairs and replacements have not been made within fifteen (15) days after the occurrence of damage, Lessor may at Lessor's option, make such repairs and replacements, and Lessee hereby agrees and covenants to repay the cost thereof to Lessor on demand.

### **LIABILITY OF LESSOR**

Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the said premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the said premises. Further, Lessee hereby agrees and covenants with Lessor that Lessor shall not be liable for any damage to the said demised premises, or to any part thereof, or to any property or effects therein or thereon, caused by leakage from the roof of said premises or by bursting, leakage, or overflowing of water from any source whatsoever, and Lessee hereby agrees and covenants to indemnify and save harmless Lessor from any and all claims and liability for any damage to the said demised premises, or to any part thereof, or to any property or effects therein or thereon, Further, Lessee hereby agrees to maintain liability insurance on the premises with minimum limits of \$1,000,000.00 or such minimum limits as required by the New Mexico Tort Claims Act, whichever is lesser, with Lessor named as an additional insured.

### **IMPROVEMENTS**

Cortez Gas Company shall have the right to erect improvements on property during the term of this Lease. Proposed improvements will be submitted to the City Building Inspector for review to ensure the improvements are a compatible use with airport operations and do not violate the imaginary surfaces surrounding the airport. Access to the sign billboards along the interstate right-of-way must be maintained. Such improvements shall be removed by Cortez Gas Company at the time that this Lease is terminated. If such improvements are not removed within thirty (30) days of the date that this Lease is terminated, such improvements shall be deemed to have merged with the realty and shall become the property of the Lessor. Or, Lessor at its option, may require the Lessee to have the improvements removed at the cost and expense of Lessee.

### **ASSIGNMENT AND SUBLETTING**

Lessee shall have the right to assign or sublease said property in the event their business is sold or leased to another entity who operates the same type of business as that of Lessee. In the event that Lessee wishes to sublease or assign this Lease to another entity not engaging in the same type of business as that of Lessee, Lessee must obtain the written consent of Lessor therefor.

Lessee, Lessee=s assigns and/or successors in interest shall remain liable for the full and complete performance of all of the terms, conditions, covenants, and agreements herein contained; that any consent of Lessor to any such assignment or subletting shall not operate as a consent to further assignment or subletting or as a waiver of this covenant and agreement against assignment and subletting; and that following any such assignment or subletting, the assignee and/or sublet shall be bound by all of the terms, conditions, covenants, and agreements herein contained including the covenant against assignment and subletting.

### **UTILITY AND OTHER CHARGES**

Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor to pay promptly all utility and other charges of whatsoever kind and nature, including charges for electrical, gas, garbage, sewage, telephone and other services, which may be incurred in connection with Lessee's use of the said premises, and to save harmless Lessor therefrom.

### **TAXES, OTHER ASSESSMENTS, AND INSURANCE**

Lessee and Lessor hereby covenant and agree that all taxes and other assessments or whatsoever kind and nature which are levied upon the said demised premises and upon any alterations, additions, and improvements thereon shall be paid by Lessee at the time when the same shall become due and payable, and that all taxes and other assessments of whatsoever kind and nature which have been or may be levied upon the personal property located upon the said demised premises shall be paid by Lessee at the time when the same shall become due and payable. The exception to this provision is that the Lessor shall pay the property tax on the existing real property. Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor to carry and maintain in full force and effect during the

term of this Lease and any extension or renewal thereof at Lessee's expense public liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to Lessor.

### **HOLDING OVER**

Lessee, for and in consideration of this Lease and the demise of the said premises, agrees and covenants with Lessor that no holding over by Lessee after the expiration of this Lease, or any renewal or extension thereof, whether with or without the consent of Lessor, shall operate to extend or renew this Lease, and that any such holding over shall be construed as a tenancy from month to month at the monthly rental which shall have been payable at the time immediately prior to when such holding over shall have commenced and such tenancy shall be subject to all the terms, conditions, covenants, and agreements of this Lease.

### **BANKRUPTCY AND CONDEMNATION**

Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor that should Lessee, or any one of the, make an assignment for the benefit of creditors or should be adjudged a bankrupts, either by voluntary or involuntary proceedings, or if otherwise a receiver should be appointed by any Court of competent jurisdiction for Lessee because of any insolvency, the occurrence of any such event shall be deemed a breach of this Lease, and, in such event, Lessor shall have the option to forthwith terminate this Lease and to re-enter the said demised premises and take possession thereof, whereupon Lessee shall quit and surrender peaceably the said demised premises to Lessor. In no event shall this Lease be deemed an asset of Lessee, or any one of them, after adjudication in bankruptcy, the appointment of a receiver, or assignment for the benefit of creditors. Further, Lessee hereby covenants and agrees with Lessor that in the event the said demised premises, or any part thereof are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate, as to the part so taken, as of the date title shall vest in the said public authority, and the rental reserved shall be adjusted so that Lessee shall be required to pay for the remainder of the term that portion of the rent reserved in there proportion that the said demised premises remaining after the taking, damaging, or condemnation bears to the whole of the said demised premises before the taking, damaging, or condemnation. All damages and payments

resulting from the said taking, damaging, or condemnation of the said demised premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof.

### **TERMINATION**

It is expressly understood and agreed between the parties aforesaid, that if the rent above reserved, or any part thereof shall be behind or unpaid for a period in excess of sixty (60) days whereon the same ought to be paid as aforesaid, or if default shall be made in any of the covenants or agreements herein contained to be kept by Lessee, Lessee's executors, administrators, assigns, and successors in interest, it shall and may be lawful for the Lessor, Lessor's heirs, executors, administrators, agents, attorneys, assigns, or successors in interest, at Lessor's election to declare said term ended and to re-enter the said premises, or any part thereof, either with or without process of law, to expel, remove, and put out, the Lessee, or any other person or persons occupying the same, using such force as may be necessary in so doing, and to repose and enjoy the same premises again as in its first and former state, and distrain for any rent that may be due thereon any property belonging to Lessee, whether the same be exempt from execution and distress by law or not, and Lessee in that case hereby waives any and all legal rights which Lessee now has or may have, to hold or retain any such property under any exemption laws now in force in the State, or in any other way; meaning and intending hereby to recognize in Lessor, Lessor's heirs, executors, administrators, assigns, or successors in interest, a valid first lien as provided in the laws of New Mexico, upon any and all goods, chattels, and other property belonging to Lessee and located in said premises as security for the payment of said rent and fulfillment of the faithful performance of conditions in the manner aforesaid, anything hereinbefore mentioned to the contrary notwithstanding. And if at any time said term shall be ended at such election of Lessor, Lessor's heirs, executors, administrators, assigns, or successors in interest, as aforesaid, or in any other way, Lessee, Lessee's heirs, executors, administrators, assigns, or successors in interest, do hereby covenant and agree to surrender and deliver up the above described premises and property peaceably to Lessor, Lessor's heirs, executors, administrators, assigns, or successors in interest, immediately upon the termination of said term as aforesaid, and if Lessee shall remain in possession of the same sixty (60) days after notice of such default, or after the termination of the Lease in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer of said premises

under the statute and shall be subject to all the conditions and provisions above named, and the eviction and removal forcible or otherwise, with or without process of law as above stated. And it is further covenanted and agreed by and between the parties hereto that the Lessee shall pay and discharge all costs, attorneys fees, and expenses that shall arise from enforcing the covenants of this indenture by Lessor, Lessor's heirs, executors, administrators, assigns, or successors in interest.

#### **FAILURE TO TERMINATE**

Lessee, for and in consideration of this Lease and the demise of the said premises, agrees and covenants, with Lessor that the failure, neglect, or omission of Lessor to terminate this Lease for any one or more of breaches of any of the covenants hereof, shall not be deemed a consent by Lessor of such breach and shall not stop, bar, or prevent Lessor from thereafter terminating this Lease, either for such violations, or for prior to subsequent violation of any covenant hereof.

#### **BINDING ON ASSIGNS, AND SUCCESSORS IN INTEREST**

It is covenanted and agreed by and between the parties hereto that the covenants and agreements herein contained shall extend to and be binding upon the assigns, and successors in interest of the parties to this Lease.

#### **THIS LEASE EMBODIES ALL AGREEMENTS BETWEEN THE PARTIES**

It is covenanted and agreed by between the parties hereto that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all such covenants, agreements, and understandings have been merged into this written Lease. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Lease.



**AMENDMENTS**

It is covenanted and agreed by and between the parties hereto that this Lease shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF TRUTH OR CONSEQUENCES

CORTEZ GAS COMPANY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

- Lessor

- Lessee

ATTEST:

\_\_\_\_\_  
ANGELA TORRES - City Clerk

STATE OF NEW MEXICO ]

:ss.

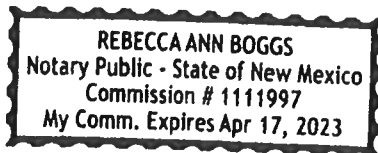
COUNTY OF SIERRA ]

The foregoing instrument was acknowledged before me this 28  
day of March, 2022, by Roger Shull,  
of CORTEZ GAS COMPANY.

Rebecca Ann Boggs  
Notary Public

My Commission Expires:

(SEAL) 4-17-2023





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

Agenda Item # : H.14

**SUBJECT:** Geronimo Trail Scenic Byway  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** March 21, 2022  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Bruce Swingle

**Summary/Background:**

Discuss and/or approve the lease extension between the City and Geronimo Trail Scenic Byway

**Recommendation:**

Approval of lease extension.

**Attachments:**

- GTSB Lease Extension

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

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

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

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

**Final Approval:** ☐ City Manager

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

Resolution No. 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 4-13-2022

## **EXTENSION OF LEASE**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_ 2022.

**BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES**,  
a Municipal Corporation, hereinafter designated as "Lessor".

**AND**

**GERONIMO TRAIL SCENIC BYWAY, Inc.**, a Non-Profit 501 (C) 3  
Corporation, hereinafter designated as "Lessee".

### **RECITALS**

- A. The Parties entered into a Lease dated April 16, 2015 which called for a term of One (1) year, beginning on the 1<sup>st</sup> day of May, 2015 and ending on the 30<sup>th</sup> day of April, 2016. A copy of the Lease is attached hereto as **EXHIBIT 1**.
- B. The Lease further stated that it was renewable each year "with the consent of the parties".
- C. Through the mutual consent of the Parties and through their conduct, the Lease has been renewed through March 31, 2022.
- D. The Parties desire to extend the Lease through June 30, 2025, which coincides with the end of the City's Fiscal Year.

**IT IS THEREFORE AGREED** that the Lease attached hereto as **EXHIBIT 1** is hereby extended from April 1, 2022 through June 30, 2025 under the same terms and conditions set forth in the Lease.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.

---

**City of Truth or Consequences**

---

**Geronimo Trail Scenic Byway**

*(Acknowledgments appear on the following page.)*

## **ACKNOWLEDGMENTS**

**STATE OF NEW MEXICO       ]**  
**:ss.**  
**COUNTY OF SIERRA          ]**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2022,  
by \_\_\_\_\_ of the City of Truth or Consequences.

**Notary Public**

My Commission Expires:  
(SEAL)\_\_\_\_\_

.....

**STATE OF NEW MEXICO       ]**  
  **:ss.**  
**COUNTY OF SIERRA         ]**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2022,  
by \_\_\_\_\_ of the City of Truth or Consequences.

**Notary Public**

My Commission Expires:  
(SEAL) \_\_\_\_\_

**LEASE**

COPY

THIS INDENTURE, made this 16<sup>th</sup> day of April, 2015.

BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES,  
a Municipal Corporation, hereinafter designated as "Lessor".

AND

GERONIMO TRAIL SCENIC BYWAY, Inc., a Non-Profit 501 (C) 3  
Corporation, hereinafter designated as "Lessee".

WITNESSETH:

**DEMISE OF PREMISES**

Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, Lessee's heirs, executors, administrators, assigns, and successors in interest, and upon the terms and conditions herein contained, does hereby let, lease, and demise to Lessee the following-described premises situate in Truth or Consequences, in the County of Sierra, State of New Mexico, to-wit:

A Room located at 301 S Foch St, Truth or Consequences, New Mexico, more particularly described as follows:

The size of the area is 20 ft. by 28 ft. (560 sq.ft.) in the southeast corner of the building. Lessor shall provide a door to secure the area as needed for the benefit of lessee's equipment.

**TERM OF LEASE**

The term of this lease shall be for a period of one (1) year, beginning on the 1<sup>st</sup> day of May 2015, and ending on the 30<sup>th</sup> day of April 2016. It shall be renewable each year with the consent of both parties.

**TERMINATION**

Either party may terminate this Lease, with or without cause, by providing thirty (30) days written notice to the other party. The effective date of termination

shall be at the conclusion of the thirty (30) day period.

### **RENT**

Lessee, for and in consideration of this Lease and the demise of the said premises by Lessor to Lessee, hereby agrees and covenants with Lessor to pay as rent for the said premises, without notice or demand, the following in-kind services:

Lessee shall perform the following tasks on the premises:

- Welcome people to the City of Truth or Consequences, provide information and literature on the area, and answer queries regarding the area.
- Send out visitor and relocation information requested by potential visitors and residents. Send out relocation packets as requested by the Chamber of Commerce.
- Provide informational literature to local business establishments, including hotels, motels, soaking facilities, RV parks and other businesses requesting information.
- Send promotional literature to other Statewide visitors centers upon request.
- Make up and provide bags of information for conferences and meetings in Truth or Consequences with attendees from out of town/state.
- Promote the City of Truth or Consequences and surrounding area in a favorable manner to visitors of the City.
- Visitors center shall be open 45 hours per week with hours posted and staffed. The center shall be open 7 days per week with the exception of five holidays. The center shall be closed on New Year's Day, Easter Sunday, July 4, Thanksgiving and Christmas. All shifts shall be staffed by volunteers. Total volunteer hours to operate the visitor center shall be 2523 hours per year of in-kind volunteer service @ \$15.00 per hour for \$37,845 per year. Volunteer administrative hours in addition to staffing of visitors center shall be a minimum, of 5 hours per week or 260 hours per year @ \$20.00 per hour for \$5,200.00 per year. Altogether this constitutes a total of



**\$43,045 in in-kind services to the City of Truth or Consequences per year.  
No compensation shall be paid to volunteer staff of the visitors center.**

### **INSURANCE**

**Lessee shall provide renter's insurance for the contents of the room, including brochures, racks, computers, printers, sales items and other such equipment as is needed to operate a visitors center.**

### **UTILITIES**

**Lessor shall provide electricity, water, wastewater and sanitation services.  
Lessor shall allow lessee use of the wi-fi service in the building.**

**Lessee shall pay for telephone services, operating supplies and such expenses that are normally incurred for general operation of the visitors center.**

### **MINOR REPAIRS**

**In consideration for the Lessor not requiring a security deposit, the Lessee agrees to be responsible for making all minor repairs, as well as generally maintaining the premises. Lessee shall coordinate making the minor repairs with the Lessor's Public Works Department.**

### **USE OF PREMISES**

**Lessee, for and in consideration of this Lease and the demise of the said premises by Lessor to Lessee, hereby agrees and covenants with Lessor to use and occupy the said premises for the purpose of a "Visitor Center" to conform and comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations in using the said premises; and not to use or to be used the said premises in any manner in contravention of any applicable municipal, state, and federal ordinances, laws, rule, or regulations or so as to create any nuisance.**

### **ASSIGNMENT AND SUBLETTING**

Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor that neither Lessee nor Lessee's heirs, executors, administrators, assigns, or successors in interest shall assign this Lease or sublet the said demised premises, in whole or in part, without first obtaining the written consent of Lessor therefor; that no assignment of this Lease or any subletting of the said demised premise, in whole or in part, shall be valid, except by and with the written consent of Lessor first obtained; that the Lessor to any such assignment or subletting shall not operate to discharge Lessee, or any one of them, or Lessee's heirs, executors, administrators, assigns, or successors in interest from their liability upon the agreements and covenants of this Lease, and Lessee, Lessee's heirs, executors, administrators, assigns, and successors in interest shall remain liable for the full and complete performance of all of the terms, conditions, covenants, and agreements herein contained; that any consent of Lessor to any such assignment or subletting shall not operate as a consent to further assignment or subletting or as a waiver of this covenant and agreement against assignment and subletting; and that following any such assignment or subletting, the assignee and/or sublettee shall be bound by all of the terms, conditions, covenants, and agreements herein contained including the covenant against assignment and subletting.

### **LESSOR'S RIGHT OF INGRESS AND EGRESS**

Lessor reserves, and shall at all reasonable times, have the right to enter the premises and inspect the same. Lessor shall give Lessee five days prior written notice of such inspections and such inspections shall not unnecessarily disrupt Lessee's operations. Lessor shall, at all reasonable times, have the right of ingress and egress through the premises without inspections.

Lessee shall be provided keys to the front door of the building and to the space used by Lessee, however City Maintenance Department shall also have a key to the space used by Lessee.

### **SHARED SPACE**

Lessee shall have the right to use the shared kitchenette space adjacent to their area to place a refrigerator, microwave, coffee maker, and provide cold bottled water, coffee, tea, and such similar items for the benefit of the traveling public. A

donation container may be placed in the area for donations to off-set the costs of the amenities provided. Other tenants in the building shall be able to avail themselves to the amenities provided.

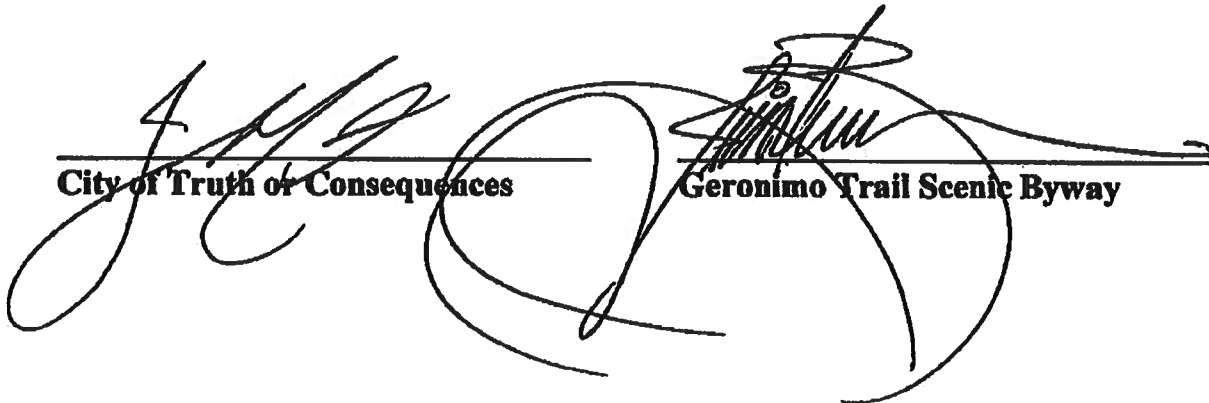
### **SIGNAGE**

Lessor shall work with Lessee to provide adequate signage for the location.

### **AMENDMENTS**

It is covenanted and agreed by and between the parties hereto that this Lease shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.




City of Truth or Consequences      Geronimo Trail Scenic Byway

*(Acknowledgments appear on the following page.)*

**ACKNOWLEDGMENTS**

STATE OF NEW MEXICO    ]  
                                      :SS.  
COUNTY OF SIERRA        ]

The foregoing instrument was acknowledged before me this 16 day of April, 2015, by  
Juan A. Fuentes of the City of Truth or Consequences.

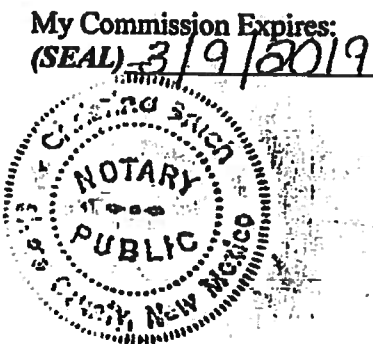
  
\_\_\_\_\_  
Notary Public



STATE OF NEW MEXICO    ]  
                                      :SS.  
COUNTY OF SIERRA        ]

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2015, by  
Jim Brannon of Geronimo Trail Scenic Byway.

  
\_\_\_\_\_  
Notary Public





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item # :H.15*

**SUBJECT:** Approval of Senior Joint Office On Aging (SJOA) Contract Extension.  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** March 21, 2022  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Bruce Swingle

**Summary/Background:**

Discuss and/or approval of the Senior Joint Office On Aging (SJOA) Contract Extension

**Recommendation:**

Approval of Contract Extension

**Attachments:**

- SJOA Contract and Extension

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

-

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

-

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

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

**Final Approval:** ☒ City Manager

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

Resolution No. [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 4-13-2022



## **AGREEMENT EXTENSION**

**THIS AGREEMENT EXTENSION, made this 8<sup>th</sup> day of April, 2022.**

**BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, a Municipal Corporation.**

**AND**

**SIERRA JOINT OFFICE ON AGING, a Non-Profit 501 (C) 3 Corporation.**

### **RECITALS**

- A. The Parties entered into an Agreement dated April 16, 2020, which called for a term of two (2) years, beginning on the 16<sup>st</sup> day of April 2020, and ending on the 15<sup>th</sup> day of April, 2022. A copy of the Lease is attached hereto as **EXHIBIT 1**.
- B. The Agreement further stated that it was renewable each year "with the written consent of the parties" for up to eight (8) years.
- C. The Parties desire to extend the Agreement through April 15, 2023.

**IT IS THEREFORE AGREED** that the Agreement attached hereto as **EXHIBIT 1** is hereby extended from April 16, 2022, through April 15, 2023, under the same terms and conditions set forth in the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.

---

Amanda Forrister,  
City of Truth or Consequences, Mayor

---

Kristie Wilson,  
SJOA, Board Chair



EX-1

## **OPERATING AND USE AGREEMENT**

This Operating and Use Agreement (the "Agreement") dated this 16<sup>th</sup> day of April 2020 is between the City of Truth or Consequences, herein referred to as "Local Government" and Sierra Joint Office on Aging, herein referred to as "Service Provider," (together referred to as the "Parties").

Service Provider has agreed to provide services to the Local Government on the terms and conditions set out in this Agreement, while Local Government is of the opinion that Service Provider has the proper and necessary qualifications, experience and abilities to provide services to Local Government.

Therefore in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

### **1. Governing Law**

The goal of Title III of the Older Americans Act ("OAA") is to reduce hunger and food insecurity and promote socialization and health among vulnerable older Americans to include but not limited to, providing meals, health screenings, education and community support, and transportation services ("Services"). Both state and federal law mandate that the Aging and Long Term Services Department ("ALTSD") provide health and welfare-related services to older adults in New Mexico. ALTSD, through its partner agencies, specifically the Area Agency on Aging ("AAA") network, contract with area service providers to provide Services to older adults as mandated by the OAA.

### **2. Scope of Work—Premises**

The Local Government shall allow the Service Provider to use the Local Government-owned Ken James Senior Center ("Premises") to provide the Local Government with the following Services: 40,000 congregate meals, 38,800 Home Delivered Meals, 16,000 Transportation units, 1,200 Assisted Transportation units, 11,859 Homemaking units, 864 Respite units on an annual basis.

Check which Party is responsible for the following:

- ☒ Local Government ☐ Service Provider - **Air Conditioning**
- ☐ Local Government ☒ Service Provider - **Cable**
- ☒ Local Government ☐ Service Provider - **Electricity**
- ☒ Local Government ☐ Service Provider - **Gas**
- ☒ Local Government ☐ Service Provider - **Heat**
- ☐ Local Government ☒ Service Provider - **Internet**

☐ Local Government ☐ Service Provider - **Oil**

☒ Local Government ☐ Service Provider - **Sewer**

☒ Local Government ☐ Service Provider - **Water**

☐ Local Government ☒ Service Provider - **Insurance**

☒ Local Government ☐ Service Provider - **Maintenance and Repairs**

☐ Local Government ☐ Service Provider - **Other:**

**a. Compensation**

In lieu of compensation to the Service Provider for its provision of Services, the Local Government will provide use of the Local Government-owned facility, as set forth in Section 2 of this Agreement, provided the Local Government only uses the Local Government-owned facility for the provision of Services.

**3. Scope of Work—Use of Property**

The Local Government shall allow the Service Provider to use the Local Government-owned ("Property") as follows:

2006 Ford 1FMRE11W76HA36713  
2005 Ford 1FBSS31L66HA53233  
2009 Ford 1FTYR14E99PA06033  
2002 Ford 1FBSS31L62HA85190  
2014 Dodge 2C4RDGBGXER201237  
2009 Ford 1FMNE11W09DA41018  
2014 Dodge 2C4RDGBG9ER114249  
2009 Ford 1FTYR14E29PA00736  
2012 Ford 1FTLR1FEE5BPB17032  
2012 Dodge C24RDGB9CR366709  
2012 Dodge C24RDGBG7GR366708  
2018 2020 Ford 1FTMF1C57JFD18158

in exchange for the provisions of Services identified in Exhibit A attached hereto and incorporated by reference. At all relevant times, the Local Government shall retain ownership of the Property and the Service Provider may use the Property only for the Services identified in Exhibit A.

Check which Party is responsible for the following:

☐ Local Government ☒ Service Provider – **Maintenance and Repairs**

☐ Local Government ☒ Service Provider - **Insurance**

☐ Local Government ☒ Service Provider - **Fuel**

☐ Local Government ☐ Service Provider – **Other**

**a. Compensation**

In lieu of compensation to the Local Government for its use of the Property, the Service Provider shall provide the Services identified in Exhibit A to older adults deemed eligible by AAA to receive said Services. The minimum value of the Services provided by the Service Provider annually under this Agreement shall be the equivalent of the fair market lease value for a similar vehicle or equipment based on the current Leased Cars, and Truck Index, Consumer Price Index—Urban, or other appropriate economic indicator as agreed to by the Parties.

**b. Reporting**

The Service Provider shall report quarterly on April 15, July 15, October 15 and January 15 the Services provided in the immediately preceding quarterly on form attached Exhibit B, attached hereto and incorporated by reference.

**4. Term of Agreement**

**a. For Use of Premises**

This Agreement will begin on the 16<sup>th</sup> day of April 2020 (the “Effective Date”) and will remain in full force and effect until the completion of the Services. This Agreement may be extended by mutual written agreement of the Parties on an annual basis. Performance of this Agreement (including any extension) is contingent upon sufficient authority and appropriation granted by the New Mexico State Legislature.

During the term of the Agreement, the Local Government shall retain the following rights:

- To enter and inspect the Premises; and
- To use the Premises for other activities at times that do not conflict with the Service Provider’s provision of Services. The Parties shall work together to coordinate and schedule such activities.

**b. For Use of Property**

This Agreement will begin on the Effective Date and will remain in full force and effect for two years. This Agreement may be extended by mutual written agreement of the Parties on an annual basis. This Agreement shall not exceed eight years from the Effective Date, including its initial term and any renewal term. Performance of this Agreement (including any extension) is contingent upon sufficient authority and appropriation granted by the New Mexico State Legislature.

**5. Termination**

In the event either Party seeks termination of this Agreement at the end of any annual renewal period, such terminating Party must provide a 30-day written notice to the other Party.

In addition, for use of Property, upon termination of this Agreement, the possession of the Property shall revert back to the Local Government, which shall either use the Property or dispose of it pursuant to the requirements set forth in the New Mexico Procurement Code. Under no circumstances may the Service Provider or its designee continue to use the Property after the termination of this Agreement or benefit from its sale or disposition in any way.

**6. Independent Contractor**

The Service Provider is acting as an independent contractor in providing the Services under this Agreement, not as an employee. The Parties agree that this Agreement does not create a joint venture or a partnership between them.

**7. Modification of Agreement**

Any modifications or amendments to this Agreement will be binding if evidenced in writing signed by each Party.

**8. Notice**

All notices or demands required or permitted by the terms of this Agreement shall be given in writing and delivered to the Parties.

**9. Time is of the Essence**

No extension or variation of this Agreement will operate as a waiver of this provision. Time is of the essence in this Agreement.

**10. Integration**

This Agreement contains the entire agreement and understanding by and between the Parties and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

### 11. Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

### 12. Supersede

This Agreement constitutes the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between the terms of this Agreement and any of the other documents specified in this Section 12, the terms of this Agreement shall govern.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 17<sup>th</sup> day of April 2020.

SIERRA JOINT OFFICE ON AGING

CITY OF TRUTH OR CONSEQUENCES

BY: [Signature]  
SJOA BOARD CHAIRMAN

BY: [Signature]  
MORRIS MADRID, CITY MANAGER

ATTEST:

[Signature]  
ANGELA TORRES, CITY CLERK



**Exhibit A**  
**List of Agreed Upon Services**

The Local Government and the Service Provider agree that all units of service provided and reported by the Service Provider under this Agreement are to be credited net of partial or full compensation/reimbursement received for those units of service.

<i>Services that may be provided by the Service Provider in lieu of cash</i>	<i>Description of Service</i>	<i>Agreed upon unit value of service to be used in lieu of cash</i>	<i>Basis for unit value of service</i>
Congregate meals	Meals in a congregate setting	.26	Percent of Units provided per Department
Home delivered meals	Meals taken to homebound seniors	.26	Percent of Units provided per Department
Transportation	Rides for seniors	.26	Percent of Units provided per Department
Assisted transportation	Rides for seniors with physical limitations	.26	Percent of Units provided per Department
Homemaker	Housekeeping for seniors who cannot do for themselves	.26	Percent of Units provided per Department
Respite	Providing a resting period for 24 hour caregivers in home	.26	Percent of Units provided per Department



**Exhibit B**  
**Reporting Form for Services Provided**

<b>Quarterly Reporting Period:</b>	<b>Start Date:</b> _____ <b>End Date:</b> _____ <b>Name:</b> _____		
<b>Person responsible for completing report on behalf of the Service Provider:</b>	<b>Title:</b> _____ <b>Telephone #:</b> _____		
<b>Services:</b>	<b>Unit Value of Service:</b>	<b>Number of Service Units Provided During the Reporting Period:</b>	<b>Value of Services Provided During the Reporting Period:</b>
<b>Total Value of Services Provided During the Reporting Period</b>			
<b>Net of any partial or full compensation/ reimbursement to be received by the Service Provider for those units of service</b>			
<b>Total Services Provided in Lieu of Cash for the Period Net of Compensated/ Reimbursed Services:</b>			



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

*Agenda Item #: H.16*

**SUBJECT:** Approval of Lease Agreement between the Regents of New Mexico State University (NMSU) and the City of Truth or Consequences.

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** March 21, 2022

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** Bruce Swingle

***Summary/Background:***

Discuss and/or approval of the NMSU Lease Agreement

***Recommendation:***

Approval of Lease Agreement

***Attachments:***

- NMSU Lease Agreement

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

-

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

-

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

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

***Final Approval:*** ☒ City Manager

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

Resolution No. 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 4-13-2022

## NO-RENT LEASE AGREEMENT

This Lease Agreement (LEASE) is hereby entered into between the Regents of New Mexico State University (NMSU) and Landowner (Landowner) and effective as of the final signature below (Effective Date).

### Key Terms:

<b>Landowner</b>	City of Truth or Consequences
<b>Landowner Mailing Address</b>	505 Sims, Truth or Consequences NM, 87901
<b>Landowner Phone</b>	(575) 894-6673
<b>Landowner Email Address</b>	bswingle@torcnm.org
<b>NMSU Contact</b>	David DuBois, State Climatologist
<b>NMSU Mailing Address</b>	MSC 3Q, PO Box 30003, Las Cruces, NM 88003
<b>NMSU Phone</b>	575-646-2974
<b>NMSU Email Address</b>	dwdubois@nmsu.edu
<b>Project</b>	ZiaMet weather station
<b>Site</b>	33.083715, 107.151124
<b>Term (in years from the Effective Date)</b>	Five years, thereafter automatic renewal on an annual basis

In consideration of the mutual covenants and promises contained in this Agreement and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

1. Landowner hereby grants to NMSU, NMSU employees and NMSU Contractors the right to access, use and occupy, at no cost, the Site for the purposes of the Project for the Term.
2. The location and manner of installation of the Project is shown and described on the Installation Plan attached hereto and incorporated herein as Exhibit A. NMSU's right to occupy and use the Site includes the right of ingress and egress to the Site on across and over any contiguous or adjacent land owned by Landowner, at reasonable times and for the purposes of the Project.
3. After the initial Term, the Lease will automatically be extended for one-year terms, unless terminated by either party pursuant to the terms in this section. Either party may terminate this Lease at any time, with or without cause, with 30 days written notice.
4. NMSU will have 6 months to move the Project and Project equipment from the Site, beginning from the day written notification of termination of coverage. At the termination of this Lease, NMSU will, at its sole cost and expense, restore the Site as close as reasonably possible to the condition in which NMSU found it.
5. During the Term of this Agreement, NMSU will construct and maintain a fence around the Site if mutually agreed that a fence is required
6. The Project and all Project equipment will be, and at all times will remain, the property of NMSU.
7. Landowner agrees not disturb, relocate or otherwise interfere with the Project.
8. This Agreement shall be binding upon the heirs, executors, administrators, assigns, successors, or any other transferees of the Landowner.

9. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either Party except to the extent incorporated herein. This Agreement shall not be amended unless such amendment is reduced to writing and signed by both Parties.

10. Any notice provided for concerning this Agreement shall be in writing and deemed effective when sent by certified or registered mail, if sent to the respective address of each party set forth in the Key Terms, or to such addressee as may be hereafter designated by notice. All notices become effective only when received by addressee.

11. NMSU agrees to provide Landowner with data from the Project.

12. NMSU and Landowner will each be solely responsible for the liability arising from personal injury, including death, or damage to property arising from the acts or failure to act of the respective party or of its officials, and employees pursuant to the Agreement. NMSU liability will be strictly limited by and this Agreement will give full effect to the intent of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

13. The laws of the State of New Mexico will govern this Agreement and all claims arising out of or relating to this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, each Party irrevocably consents to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

14. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining portions or provisions of this Agreement will not be affected, and the rights and obligations of the parties must be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

15. NMSU agrees to maintain liability coverage for the acts of its employees under the New Mexico Public Liability Fund as reflected in the Certificate of Coverage which is attached and incorporated by reference to this Agreement as Exhibit B. The Certificate of Coverage will be applied giving full effect to the intent of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

As evidence of their Agreement, each party or their duly authorized representative has signed this document, as of the date(s) indicated below.

**Regents of New Mexico State University**

**Landowner**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **EXHIBIT A**

### **Site Location**



## **EXHIBIT B**

### **NMSU Proof of Coverage**





## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: April 13, 2022

Agenda Item # : H.17

**SUBJECT:** Approval of the Truth or Consequences Housing Authority Board's recommendation to re-appoint Lee Ann Tooley to serve another term on the board.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** April 8, 2022

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

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

***Summary/Background:***

The Housing Authority advertised for individuals interested on serving on the TCHA Board in November of 2020, and they did not receive any responses from the public.

The T or C Housing Authority Board met in Regular session on March 24, 2022, and by motion approved sending a recommendation to the City Commission to re-appoint Ms. LeeAnn Tooley to serve another term as Commissioner on the T or C Housing Authority Board.

***Recommendation:***

Re-appointment of LeeAnn Tooley to the Housing Authority Board.

***Attachments:***

- Recommendation Letter
- -

***Fiscal Impact (Finance):*** No

-

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

-

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

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

**Final Approval:** ☐ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 4-13-2022





March 24, 2022

The Honorable Amanda Forrister  
Mayor  
City of Truth or Consequences  
505 Sims Street  
Truth or Consequences, NM 87901

RE: Appointment to Housing Authority Board of Commissioners

Dear Mayor Forrister:

The Board of Commissioners of the Truth or Consequences Housing Authority requests the reappointment of Ms. Lee Ann Tooley to the Housing Authority Board.

Ms. Tooley has been an exemplary commissioner through her active participation in the Housing Commissioner meetings and her involvement and concern with the family, senior and disabled population that the Housing Authority serves, as well as the community in general. As a respected banking professional in the community, her education, training and skills are an invaluable asset to the Board of Commissioners. In addition, Ms. Tooley has shown her dedication and willingness to represent and contribute to our organization by attending Housing Commissioner trainings and national organization meetings.

The Board is unanimous in their request for the reappointment of Ms. Lee Ann Tooley. We thank you in advance for your favorable consideration.

Respectfully,



Greg D'Amour  
Chair, Housing Authority Board of Commissioners

Cc: City Commission  
City Manager  
City Clerk

