

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Angie Gonzales
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
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. 3RD ST., ON WEDNESDAY, SEPTEMBER 13, 2023; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Gonzales 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, August 23, 2023
2. August Accounts Payable

G. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Approval to submit the USDA Grant Application for Water System Performance Improvements 2 (WSPI2) and authorization and approval for the City Manager and/or Mayor to execute, sign, and submit the required and requested documents related to the USDA/RUS application. Traci Alvarez, Assistant City Manager

H. NEW BUSINESS

1. Discussion/Update: Office of the State Engineer (OSE) Order 198 Hot Springs Underground Water Basin. Cheryl Thacker, OSE
2. Discussion/Update: Water Update. City Manager Gonzales
3. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Kristie Wilson, Finance Director
4. Discussion/Action: Engagement Agreement for Municipal Advisory Services between the City of Truth or Consequences and Bosque Advisors, LLC. City Manager Gonzales
5. Discussion/Action: United States Army Donations Program Qualification for Donation of Combat Material. City Manager Gonzales
6. Discussion/Action: Accept Department of Finance 2023 Federal Matching Fund Award and execute agreement. Assistant City Manager Alvarez
7. Discussion/Action: Request to renovate the Armory into a new Police Department, and explore financial options. Chief of Police Tavizon
8. Discussion/Action: Approval of Service Agreement for the School Resource Officer at Hot Springs School District. Chief of Police Tavizon
9. Discussion/Action: Contract Renewal with Parkhill. Assistant City Manager Alvarez

I. EXECUTIVE SESSION

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

J. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING SEPTEMBER 27, 2023



City of Truth or Consequences

AGENDA REQUEST FORM

Agenda Item #: C.1

MEETING DATE: September 13, 2023

SUBJECT: Presentation of Service Anniversary Awards
DEPARTMENT: Finance
DATE SUBMITTED: September 7, 2023
SUBMITTED BY: Kristie Wilson, Finance Director
WHO WILL PRESENT THE ITEM: City Manager Gonzales and Department Supervisor

Summary/Background:

Employee Anniversary: Martin Madden – 1 Year
Employee Anniversary: Jaffee Blomquist – 6 Years
Employee Anniversary: Priscilla Fuentes – 8 Years
Employee Anniversary: Brenden Anglin – 1 Year

Employee Anniversary: Thomas Bobelu – 8 years
Employee Anniversary: Wesley Myers – 3 Years
Employee Anniversary: Steven Smith – 3 Years
Employee Anniversary: Lisa Gabaldon – 5 Years

Recommendation:

None Presentation Only

Attachments:

- Printed Certificates to be signed by City Manager and Mayor

-

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 9-13-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 13, 2023

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, August 23, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: September 8, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-13-2023

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, AUGUST 23, 2023

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, Assistant City Manager
Angela A. Torres, City Clerk-Treasurer
Luis Tavizon, Chief of Police
Kristie Wilson, Finance Director
Sonya Renfro, Utility Office Manager
OJ Hechler, Community Services Director
Arnie Castaneda, Water/Wastewater Director

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

2. SILENT MEDITATION:

Mayor Forrister called for fifteen seconds of silent meditation and she asked that everyone keep the families of Crystal Landford and the family of Brolyn Chavez in your thoughts and prayers.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PUBLIC COMMENT (3 Minute Rule Applies):

Cathy Mears Martin and Dean Lemana addressed the Commission with comments related to:

- MainStreet T or C upcoming projects:
- They have restarted discussions about the Great Blocks Project which is underway. They are working with the city to get that moving.
- Here's your sign project: 10 businesses have submitted applications, which is fantastic.
- The LEADS Project: This is their ecommerce project. They are releasing a press release at the end of this week that will be going out to everybody with more information about how to take part in what is involved.
- Recycle Art Show: This will take place between the 4th and 16th of November. They are collaborating with Sierra Arts Council and the Bountiful Alliance Recycling Committee on this. A press release will go out next week for that.
- They have a new business spotlight column which was launched 3 weeks ago. The first one was A & B Drive in. It is a joint project with Mainstreet and the Chamber of Commerce, in collaboration with the Sierra County Sentinel. Ingo's Art Café was the second one. We are really proud of this new column. It is something that shows what MainStreet is doing in between larger grant related projects and events. They commended Frances Luna for bringing up the idea months ago.

Serina Schooley addressed the Commission with comments related to:

- She lives at 1713 Hagen Street and she has been dealing with sewer issues for years with the city. She has had to file a claim on the city years ago because she ended up with feces inside of her house, inside her sinks, on her floors, in her showers and in her yard. Every weekend she is calling the city because the vacuum system at her house always breaks down. 2 weekends ago she had to call dispatch 4 times, and she still did not get ahold of anybody. She had to make a personal phone call to Arnie. She had to find his number herself to get a hold of him to get this fixed in her yard because dispatch only has one way to get ahold of people when there is an emergency, which she totally does not agree with. There should be more than one way to get a hold of them. The reason why she could not get a hold of them was because their phone was turned off. She doesn't understand why an on call phone should ever be turned off. She had feces on her floor and in her sinks for 14 hours that day. She is not okay with this. She woke up this morning, and there is sewer draining out of the manhole into her yard. She has a video of it. Her whole yard and house smells like feces. She is at a breaking point

and she is about to file a lawsuit because she cannot live like this. She lives at the end of the vacuum pump station so it is not just the feces in her yard that is from her yard. It is from everybody in her neighborhood. It is a biohazard in her house that is affecting her family, her house and her animals. She needs the city to please figure out something.

D. REPORTS:

City Manager Gonzales reported the following:

- The drinking water state revolving loan fund came out the other day and we were not approved.
- She thanked Cathy and Dean for working so hard on the Grant Project. She and Traci have talked to Mr. Gutierrez at the State MainStreet Organization, and the economic development department. They are looking at throwing some funding this way to work on Foch Street.
- We are working with the Police Chief and the City of Elephant Butte for an Animal Control Officer Contract.
- The Lobbyist has been chosen and that will be discussed later on in the meeting.
- The T or C Chamber of Commerce, Sierra County and herself were all chosen to be on a technical advisory committee for the Spaceport America Masterplan. They had meeting in Las Cruces last Tuesday. She went to that and it was really interesting.
- We will be hosting the Colonias Infrastructure Board on September 12, 2023 at 10:00 a.m. in the Civic Center. The Commission is not required to attend, but they are welcome to attend.

Arnie Castaneda, Water/Wastewater Director reported the following:

- There are rumors going around town regarding his department and some issues that the public has. He was hired 7 months ago, and the first thing he did was assessed the department, equipment, personnel, and what needed attention as he came in. One of the first things he saw was a lack of certified operators. That has obviously been a problem even before he was here. In order to address some of that he re-wrote some of the job descriptions to try and make it better and be more attractive for someone who would apply from out of town. They also adjusted the base scale. They came to the board and asked for some adjustments in pay. While they put this out and advertised it, we hadn't got a lot of applicants that are certified. We had one gentleman who applied, we offered him the job, but once he was here a couple of days, he said, this isn't for me and he left, and since then we have not had any applicants as certified operators. We then turned to hiring labor workers and give them a path to certification. We are giving them the opportunity to go to training and work towards getting certified while we are still advertising for certified operators. That is where we are at right now. Most of our crew are uncertified. Some of them are already going to school or have gone to school, or are training towards their certification. We have two certified operators, and himself. The two certified operators are level 1's in both water and wastewater. There are 4 levels, 4 being the highest. He is the only

level 4 operator for wastewater. He is a level 3 operator for water, so we do need these certified operators. We will still continue to advertise, and we are still trying to give our employees the opportunity to get certified.

- We all know about the failing water infrastructure. It is financially draining with parts, equipment, and in overtime. Every time there is a leak, at minimum, 3 guys have to go out and fix the leak.
- Another thing he saw at the time is that well #6 needed rehab and we did address that. Well #6 was down, but we got it going back again.
- Wastewater shortfalls: The bar screening is inoperable, and that was damaged back in the 2000 floods that you all had down here. It is being cleaned manually, and that is something that we need to address in the short term. It is not anything cheap. It is very expensive to re-build or re-do that section of the treatment plant. The clarifiers at the time were not working correctly. That was also addressed. We contracted Smith Co., but that did cost the city about \$19,000 to get those clarifiers back and operational. There is one mixer/blower that is offline. We do have the equipment that was rehabbed, and so we just need to install it now. There are other little things that are deficient, but nothing is major, as far as that goes.
- We did have an OSHA visit here about 3 weeks ago. Some of the employees made a complaint and so OSHA came down and did a surprise visit. They visited the Wastewater Treatment Plant, and they visited the Cook Station on the water side. On the list of complaints that they had, they all checked out, and there wasn't anything wrong with the clarifier, and OSHA didn't see anything wrong with them. Everything was up to code. They did suggest and require that the department get what we call HUS monitors. Anytime an employee goes near the entrance to work, they need to have the monitor on them. The monitor will beep when there are fumes that one shouldn't be breathing in. We are in the process of buying the monitor right now. They required windsocks at the Cook station. We are getting a new chlorine room and with that we will have a new windsock on there. The windsock is done so we know where the air is blowing in case there is a chlorine leak so we can know where the air flow is so we can evacuate that area of town. OSHA also interviewed one of the employees. They didn't share any of that with him, but they said the report would be ready in about 2 to 3 weeks. It has been about 3 weeks so he is expecting the report here anytime soon, and he will give a report to the Commission once we get it. Also, as the result of OSHA, we evented a better PPE policy, so if you see our employees out there, they are always wearing the vest and just recently we got them hard hats. The letter also talked about raw sewage and the performance of the treatment plant. The treatment plant is working great right now. The two top parameters that we use to see how the treatment plant is working is something that monitors the solids in the water that are flushed down the toilet and the biochemical oxygen demand. The numbers as of last week shows that we are 94% efficient in that parameter which means that we clean 94% of the solids out from when they come into the treatment plant, to what is going into the river. The biochemical oxygen demand shows how strong the sewage is. The last numbers were 91% efficient which means, we clean 91% of the biochemical oxygen demand in there.

The plant is working correctly. It is a very forgiving plant, so even though we had some electrical shut downs and some of the pumps sometimes lock up, the plant is still working correctly. At no point has there been any raw sewage going into the river since he has been here.

- When he was hired, overtime was extremely high. Some of that overtime was warranted, but in his opinion, some of it was not. In an effort to run the department more efficiently, we have implemented a new work schedule that involves employees covering the weekend shifts. In other words, right now, on the weekend, whoever is on call just comes in for a few hours, checks the equipment on the water and sewer side, and then they get to go home. Some employees will be on an 8 hour shift from Sunday through Thursday, and other employees are working from Tuesday through Saturday so that all of the week is covered. With this new schedule, we will be saving approximately \$25,000 a year in overtime funds. These schedules are normal in the industry. This is one of the first places that I have been that employees weren't working the weekend. He has been to a lot a places where his days off were Tuesday's and Wednesday's. Here we are giving the employees at least one of the weekend days off, and we are rotating, so every month everybody gets to rotate so they can have weekends off at some point or another. The employee might be upset because we are cutting the overtime, but this is something essential because we were bleeding overtime funds out before.
- There was also a subject about Hepatitis B or a Hepatitis series of vaccines. A lot of employees in the sewer industry do have their vaccines. It is not a requirement, but it is recommended. If an employee wishes to have their vaccines, all they have to do is ask for them, and we will send them somewhere that they can get their vaccines.
- Right now, anybody who has a problem with a leak or a sewer backup, they can call dispatch. Any call that the city gets to dispatch, the city is charged a fee. I think you have all seen a bill from the county on how outrageous some of those bills are so what we decided to do is contract out a company by the name of doppler and they do dispatch services for communities. We are not the only one. They do dispatch services for the street department, public works, and in this case for water and waste water. We will set up a hotline where people call just for anything having to do with water and sewer. There will be some sort of education to the public that we will need to do so that everyone gets used to switching over to a new number, but anything concerning water or sewer, the company would take it and dispatch our employees out. Right now, we have an on-call phone which we advertise on our website for people to call directly. This will be implemented within the next month or so. Another thing that comes with the doppler is that they will be tracking all of the leaks and all of the problems. Doppler will track the information and say thank you we will take down the information but they won't dispatch our guys out again on that same issue because they will know that was the same problem, and if it continues to spread then they can call higher ups.

City Attorney Rubin reported the following:

- As you know the City Commission approved over the last two meetings the variance request for the property of Nate Stephens at the 800 Block of Wyona. There has been an appeal filed by Diane Gunning to District Court. He has gone through the documents that she has submitted, and he already has been doing his own research, and he has already bumped into several arguments that hopefully he will be able to use in court, but in the meantime, there is a status conference with the Judge scheduled for Friday at 11:30 a.m. He will get some more information at that point, and will be able to get back to the Commission at that time. These hearings are always open to the public so if somebody wishes to listen in, they are always welcome to call his office and he can give them the call in information.

City Commission Reports:

Commissioner Mitchell reported the following:

- She commended the water department for a leak that sprung up when she went to school yesterday morning in front of her house. This is the 3rd time that they had to fix it, and by the time that she got home from work it was fixed.
- Hot Springs High School has a new program out which is partnering with the New Mexico Film Prize Junior. It is an after-school program open to 5th graders all the way up to seniors. They are partnered up with the local non-profit act to be their fiscal agent. We are looking for students, as well as community members who are interested in helping these children make short films with everything from props to costumes to the actual mechanics of it. She just spoke with a couple that had a professional studio for many, many years. They won 3 Emmys, and they just donated a whole bunch of brand-new equipment to the program. Anyone willing to help can contact her and get with the schools.
- The national honor society has been doing a series of fundraisers to try and raise \$40,000 to go on this really important trip to Washington DC and New York at the end of the year over the summer. They had their first fundraiser Monday night which was a bowling tournament, and they are going to have another bowling tournament coming up. We also talked about doing an adult prom. She thanked everyone who supported the fundraiser on Monday night. She heard that the kids had a blast and they raised a lot of money.

Commissioner Harrelson reported the following:

- She asked that the community go out and support our football team. The next game here is in September. Our kids need all of the support they can have.
- Our first volleyball game is the 29th which is next Tuesday. We are very excited about that, so please come join us for that.
- Our Envirothon team got 5th place in the nationals, and we really need to support them. We also had one of the individuals that almost won 1st place against an entire team. She individually got 2nd against an entire team in the nation, so we did really well with that.

- We need to really remember to support our teachers. We are getting started on a new year, and we have a lot of new changes at the school district including drop off and pickup at the Elementary School. She knows that has caused some backup and some stress, but we are trying to finetune the drop off and pickup so please be patient with the system until we get it in place.
- We have early release coming in. Parents please be supportive of this. This is something that our teachers need. If we want to be efficient readers or efficient in math, our staff needs training on that, and the only time we can have that is if we build it into our school days so we are going to have to sacrifice some of those hours during the day so that our teachers can be trained so they can help support your children.
- She thanked Arnie for his support. It sounds to her like the letters that are going around are negative and the entire letter sounds to her like it was internal. We really need to consider how we report out in our community. Lots of other neighborhoods read it. We have all this stuff going on at Spaceport. National people are looking at our community, and every time we support something negative like that, it comes back as a hash mark on us as a bad place to be and we are a good place to be, and we need to report all of the good things. We need to do better as a community. If you are angry about something, go talk to the source. Stop putting it on social media to have that sort of thing come back on us. We don't need that here, and that includes the bloggers out there. The Sentinel is doing a great job with trying to do positive articles and positive things for our community, but it takes a village for our community to get better, and we can't continually put negative things out there. She thinks that we are doing our own community a disservice when we are trying to do so many good things here, and fix the problems we got.

Mayor Pro-Tem Hechler reported the following:

- He agreed 100% with Commissioner Harrelson.

Mayor Forrister reported the following:

- She also agreed with Commissioner Harrelson. She has talked to people who wanted to move here, and wanted to invest in our community, and the first things that they do is go to Google. It is not that hard to Google your town and find everything that has been rant and raved about so yes, as a community we need to be cognitive of what we are putting out into that social media world.

E. CONSENT CALENDAR:

1. City Commission Regular Minutes, August 9, 2023
2. Acknowledge Regular Planning & Zoning Board Minutes, June 12, 2023

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

F. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 09 23/24 Authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority Water Trust Board for design and construction services for the waterline replacement project.**

Assistant City Manager Alvarez: The Water Trust Board Cycle has opened up again. The city has submitted a notice of intent to apply for water project funds. We hear that Water Trust Board is going to have upwards of \$133 million this year. That is almost unheard of so we are going to be putting an application in for the max. It doesn't mean that we will be getting it, but we are going to apply for funds for the critical water line replacement for all of these water breaks that we see around town, not one specific area. The application is for \$20 million, and this will require a \$2 million dollar cash match, but we were lucky enough to be awarded federal funds for \$1.6 million in design of the same project, and that \$1.6 million can be used as cash match against this. If we get the notice of award, that will come back to the Commission, and the Commission would have to accept whatever award they give us or chose to not accept it so you guys still have choices to make. We will have to put in a waiver request. We currently have two outstanding Water Trust Board Projects. We have a 2020 Booster Station Project which was just awarded. We had to go back out to bid a couple of times and dumb down the project a little bit to fit within our funding amount so that will be going forward here shortly. We also have a 2021 Water Trust Board outstanding for Cantrel Dam. You recently approved their study, and they moved into the design phase now, so there is a possibility that we won't even receive a Water Trust Board award because we do have outstanding Water Trust Board that we are working on so we put in a waiver request with the application and requested that they grant it anyway with due dates of when we plan to finalize the funds that we have outstanding. In your packet you have the resolution and the notice of intent. There has been questions from the community regarding sometimes applications not being included in the agenda packet, and that is due to almost all of our funders moving to an online portal, and it is not necessarily something you can print out, and if you do print it out it doesn't make sense because there are a lot of drop down boxes, and so when you print, you don't see what we put in the drop box, you just see what the drop box is supposed to be for. The notice of intent is in there with the project description and the resolution.

Commissioner Mitchell moved to approve Resolution 43 22/23 Adoption of Required Community Development Block Grant (CDBG) Certifications and Commitments. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. NEW BUSINESS:

1. Discussion/Action: Approval of MainStreet T or C “Adopt a Trash Can for World Clean Up Day” Project.

Cathy Mears-Martin, MainStreet Truth or Consequences: This project is something that I am incredibly passionate about, and I think it is incredibly positive for the community. MainStreet is collaborating with city services such as the Sanitation Department as well as having discussions with Angie and Traci about this project. We are also collaborating with the Sierra Arts Council, the Chamber of Commerce, and the T or C Litter Pickers group as well as the high school. We have an idea to do a litter pick. I've had to change the date on this since sending the packet out and I apologize. It is now going to be on the 23rd of September. We are going to do a big clean up event and host it at the Healing Waters Plaza starting at 9:00 a.m. until 11:30 a.m. This is something that has happened for the last 2 years, and we have cleaned nearly 1000 pounds of trash within those two previous events, so we are hoping to get a good turn out this year as well. In order to do something a little bit different for this cleanup day and to engage more community members, we came up with the idea to have 6 trash cans that community members could paint, and we put a bid out for people to apply in order to do that and let us know what kind of designs they would want to do for that. I was in discussions with the city in order to make sure that was something that was feasible that we could do together, and also with Andy to make sure it was something they could manage as well so we could organize this, and that is something we aim to do to get them cleaned up and painted in advance before cleanup day so we can reveal them on the day of the litter pick. In the packet I have included information about the event itself. What the adopt a trash can aspect of that is, and the submission rules that we asked people to follow. There is even an example of one of the designs that somebody came up with. I also included the applications that we received where you will be able to see the information that they are aiming to paint. This is something that I will be overseeing, and part of the reason is to just make sure that is clean, and that there is nothing crazy that is going on there.

Commissioner Mitchell moved to approve the MainStreet T or C “Adopt a Trash Can for World Clean Up Day” Project. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Approval of CBF Collection Agency Contract.

Sonya Renfro, Utility Office Manager: This is an agreement for collection services for us to contract out a collection agency. I reached out to numerous utility operated entities, and most of them are using this company.

Commissioner Mitchell: Have we been handling collections internally in the recent past?

Sonya Renfro, Utility Office Manager: Yes, we have.

Commissioner Mitchell: That takes up a significant amount of man power correct?

Sonya Renfro, Utility Office Manager: It does, and we actually are down a position in the Utility Office, and honestly, we would need a fulltime person to just do collections.

Commissioner Mitchell: Is this contract going to save us money in the long run?

Sonya Renfro, Utility Office Manager: Hopefully.

Mayor Forrister: I have a question on one of the paragraphs. It says that this agreement is for 25% of the money collected, and it is CBF's discretion to send the account to another agency and receive 40% of the fee. What that be in the city's best interest? Is that something that we have to do? How much are we paying?

Sonya Renfro, Utility Office Manager: They will be taking 25% of whatever they collect, and if they do have to forward it then it would be the 40%.

City Attorney Rubin: Let me also address a few things. We already have some revisions in our code which does allow for collections. One option you already have is that, when someone is behind on their utilities, you can put a lien on the property, and what happens then is, if you wish to pursue that further, you can refer the lien to me and we can do a foreclosure suit. In fact, we are going to have a discussion about that tomorrow at the City Manager's Office to discuss some overdue accounts. The advantage of when that happens is that when I do a claim for foreclosure, I also do a claim for attorney fees and more often than not, the courts actually have been awarding that, and when something like that happens then I am able to do the work of the collections for the city and you are not having attorney fees for me doing that because you are getting your money back, so I was thinking to myself, if that is the case, why do we even need this proposed contract? I suppose however, maybe it might be an advantage for some of the smaller accounts. As I understand, you are not required to send the claims to CES. It is only at your discretion.

Sonya Renfro, Utility Office Manager: Correct.

City Attorney Rubin: So, the way our code is set up, you wouldn't really even need this unless you don't want to have all of these possible foreclosure cases.

Sonya Renfro, Utility Office Manager: We are still going to do our part in the utility office. We are still going to try to collect. This would be the very last step if we could absolutely not collect. The benefit with the utility office, and us collecting a lot of the debt is that people's information is tied to their accounts, so if someone comes in, even if they have a different last name, whenever we are entering their information, it will pop up if they had a previous account, then at that time they are required to catch up their bill in full.

Mayor Forrister: What are our procedures right now?

CITY COMMISSION AUGUST 23, 2023 REGULAR MEETING MINUTES

Sonya Renfro, Utility Office Manager: We bill the customer, and then we bill them again. We then send them a delinquent letter, then we "red tag" them, and if they are shut off for non-payment, then we send a delinquent letter, and if we can't collect at that time then we will look to see if they have maybe two accounts, and then if not then we will try to collect, and if we can't within the next year, then I say, that would be the time to send them to collections. Unless it is a huge balance, then we could go through the lien process. I would say, anything under \$1,000 or less should go to the collection agency, and anything over that should go through the lien process.

Mayor Pro-Tem Hechler: Just in general, how much money is out there in arrears right now?

Sonya Renfro, Utility Office Manager: I did an aging report for the City Manager. She wanted one for active accounts and one for inactive accounts, and I think the one I did that was combined was for \$200,000? When I run a billing cycle for active accounts, which goes on the aging report, it is \$320,000 per billing cycle. Cycle A was over \$530,000 this last month so that is the thing with an aging report. I think we need to focus on the inactive accounts because when you include the active accounts, that is including the accounts that people are still paying on.

Mayor Pro-Tem Hechler: Who typically has the delinquent accounts? Are they repeat customers?

Sonya Renfro, Utility Office Manager: Yes.

Mayor Pro-Tem Hechler: So, they are in the system already? Why are they then allowed to have another account, or are they?

Sonya Renfro, Utility Office Manager: They are not unless they are paid up in full. We are lot stricter on the "frequent Flyers" so we try to set more rules, and have higher deposits to make sure if it happens, and when the account is closed the deposit will cover any amount that is owed.

Mayor Pro-Tem Hechler: Are many of these people renters?

Sonya Renfro, Utility Office Manager: Yes.

Mayor Pro-Tem Hechler: So, the responsibility of the delinquent account is the renters, and not the owners?

Sonya Renfro, Utility Office Manager: Only if paperwork is filled out. If not, then it does fall on the property owner.

City Attorney Rubin: That is a very interesting question actually because the ordinance says that the lien would be attached to the property itself.

Mayor Forrister: That is where it is going to get tricky. I think that we need to let our property owners know that they are liable for their renters, and when their renters leave and there is a bill left unpaid, then I am sorry but that property owner better have held onto their security deposit or done something, because if not, we are going to go after that property regardless of who the account is under.

Sonya Renfro, Utility Office Manager: In Tyler we have a landlord option which is wonderful because we can include the landlord in the billing, so the landlord is then aware when their renter is falling behind on their utilities.

Mayor Pro-Tem Hechler: So, then we should have a standard operating procedure that we include the property owners as a responsible party to the delinquent accounts.

Commissioner Mitchell moved to approve the CBF Collection Agency Contract. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Approval of State of NM Tourism Department Clean and Beautiful Grant Program Agreement.

OJ Hechler, Community Services Director: The city submitted an application for the FY2024 Clean & Beautiful Grant for clean-up activities that include youth groups, reusables, and recycled benches. The city was awarded \$4,513.18. The grant does require a cash match of 25% which amounts to approximately \$1,130 of in-kind services. We applied for more than what we actually received, but there are categories in the clean and beautiful grant, and we have to apply within those stipulations to be awarded the funds for those categories.

Commissioner Mitchell moved to approve the State of NM Tourism Department Clean and Beautiful Grant Program Agreement. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Accept 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Award.

Chief of Police Tavizon: I put in for the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG). We were awarded \$39,800 specifically for 10 laptop computers for the officers and docking stations to replace our desktops, as well as for the software. I am here to request that you approve accepting the funds so we can move forward. This is not a cash match, it is a reimbursement grant.

Mayor Pro-Tem Hechler made a motion to accept the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Award. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

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

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

6. Discussion/Action: Agreement with NMDOT for CDL Training and Testing Site.

Assistant City Manager Alvarez: The NMDOT has been using a site at the T or C Municipal Airport for CDL Training and Testing. Staff wishes to continue to work with NMDOT and allow them the use of the site, therefore an updated agreement needs to be put in place.

Mayor Pro-Tem Hechler made a motion to approve the agreement with NMDOT for CDL Training and Testing Site. Commissioner Harrelson and Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Agreement between the City of Truth or Consequences and Civility Government Relations.

City Manager Gonzales: The city submitted a request for a quote to procure the services of a Lobbyist to assist in securing funding to address the infrastructure needs of the community. A committee including, Traci Alvarez, Mindee Holguin, and Angela Torres met to review and discuss all quotes. The committee's recommendation is to award Civility Government Relations the agreement.

Commissioner Mitchell moved to approve the agreement between the City of Truth or Consequences and Civility Government Relations. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: TDS Easement Agreement.

City Manager Gonzales: TDS currently has an existing utility easement on parcel 3022077503362 that expires February of 2024. The city would like to enter into an agreement to continue the use of this utility easement.

Mayor Pro-Tem Hechler moved to approve the recommendation to re-appoint David Senn to Airport Advisory Board. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Approve the recommendation to re-appoint David Senn to Airport Advisory Board.

City Clerk Torres: David Senn is a current member of Airport Advisory Board. On August 8th the board made a recommendation to re-appoint Mr. Senn to serve another term on the board. Staff recommends approval of the board's recommendation.

Commissioner Mitchell moved to approve the recommendation to re-appoint David Senn to Airport Advisory Board. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 10:46 a.m.

Passed and Approved this 13th day of September, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 13, 2023

Agenda Item #: F.2

SUBJECT: August 2023 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: August 31, 2023
SUBMITTED BY: Silke Kapela, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for August 2023

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,687,230.76

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 9-13-2023

Accounts Payable Transfer Sheet - 2023-2024 FY
Post Date Ending: 8/4, 8/11, 8/16, 8/17, 8/25, 8/29, 8/31

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>							<u>GRAND TOTAL</u>	<u>Fund</u>
		8/4/2023	8/11/2023	8/16/2023	8/17/2023	8/25/2023	8/29/2023	8/31/2023	TRANSFERS	Numbers
101	General	\$88,384.08	\$86,859.85	\$1,543.37	\$41,060.49	\$104,916.21		\$17,706.60	\$340,470.60	101
201	Local Government Corrections	\$18.00	\$2,860.00						\$2,878.00	201
209	State Fire	\$228.55	\$54.19		\$805.57	\$838.92		\$282.76	\$2,209.99	209
211	Law Enforcement Protection	\$7,085.62	\$5,664.01		\$1,238.77	\$766.54		\$1,137.38	\$15,892.32	211
214	Lodger's Tax	\$1,837.18	\$466.67		\$10,923.69				\$13,227.54	214
216	Street Renovation	\$1,170.87	\$9,153.03		\$2,164.66			\$132.54	\$12,621.10	216
217	Municipal Recreation								\$0.00	217
260	Fiscal Recovery Funds							\$54,820.15	\$54,820.15	260
294	State Library	\$2,630.04	\$99.95		\$26.73	\$216.23			\$2,972.95	294
295	Municipal Pool	\$6,235.10			\$71.29	\$628.44		\$69.15	\$7,003.98	295
296	PD-GRT Fund	\$15,275.00							\$15,275.00	296
298	PD-Donations								\$0.00	298
302	Electrical Construction								\$0.00	302
303	Veterans Memorial					\$191.28			\$191.28	303
304	SJQA - Grants	\$92,118.75							\$92,118.75	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								\$0.00	312
313	R&R-Water								\$0.00	313
314	CDBG - Grant								\$0.00	314
315	CI Reserve- Non Capital Equipment		\$365.16					\$10,295.63	\$10,660.79	315
316	Emergency Reserve								\$0.00	316
320	USDA Water System Improvements								\$0.00	320
321	Water System Improvements			\$35,871.05					\$35,871.05	321
360	NMFA Projects	\$197,326.87							\$197,326.87	360
370	Water Trust Board Projects	\$7,448.57							\$7,448.57	370
380	Community Development	\$42,073.06			\$3,031.15				\$45,104.21	380
403	Pledge State Tax	\$24,052.03	\$12.40					\$24,052.03	\$48,116.46	403
501	Cemetery					\$1,077.34			\$1,077.34	501
502	Utility Office	\$2,332.23			\$1,037.97	\$271.94		\$741.35	\$4,383.49	502
503	Electric Dept	\$54,116.03	\$352,634.61		\$94,215.58	\$2,697.78		\$20,926.57	\$524,590.57	503
504	Water Dept	\$15,780.54	\$37,205.87		\$771.75	\$4,883.09		\$5,072.28	\$63,713.53	504
505	Solid Waste	\$53,705.78	\$9,400.28		\$803.49	\$25,944.85		\$1,864.38	\$91,718.78	505
506	WasteWater	\$12,213.60	\$13,325.23		\$1,372.61	\$13,569.97		\$9,164.84	\$49,646.25	506
507	Solid Waste Landfill/Collection								\$0.00	507
508	Golf Course	\$215.28	\$7,151.10		\$216.56	\$4,876.27		\$64.34	\$12,523.55	508
509	Municipal Airport	\$27,794.26	\$200.00		\$53.46	\$123.80			\$28,171.52	509
600	Internal Service Fund	\$984.75	\$457.71		\$133.66		\$5,620.00		\$7,196.12	600
	Grand Total-Accounts Payable	\$653,026.19	\$525,910.06	\$37,414.42	\$157,927.43	\$161,002.66	\$5,620.00	\$146,330.00	\$1,687,230.76	



Truth or Consequences

EOM AP REPORT

By Fund

Payment Dates 8/1/2023 - 8/31/2023

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
JAFFEE BLOMQUIST	072623	08/03/2023	REIMBURSEMENT FOR KEYS	101-1007-44606	10.88
MIKE TORRES DBA CD TECHN...	1011	08/03/2023	IT SERVICE GENERAL FUND OP...	101-1018-48598	5,525.00
POLICARPIO V BUSTAMANTE ~...	107.23	08/03/2023	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
SIERRA COUNTY SENTINEL	1149	08/03/2023	OPEN PO FOR FY 22/23 PUBLI...	101-1001-43740	290.92
WILSON & COMPANY, INC. E...	118339/118041	08/03/2023	ON CALL GRANT MANAGEME...	101-1010-48598	5,214.55
NM MUNICIPAL LEAGUE	1354	08/03/2023	ANNUAL MEMBERSHIP 7/1/23...	101-1000-43770	8,700.00
QUILL CORPORATION	33628364, 33631834, 336514...	08/03/2023	3 PACK GLUE STICKS	101-1001-44606	7.73
QUILL CORPORATION	33628364, 33631834, 336514...	08/03/2023	NOTARY PUBLIC RECORD BOOK	101-1001-44606	18.53
QUILL CORPORATION	33628364, 33631834, 336514...	08/03/2023	POST-IT NOTES 18/PACK	101-1001-44606	23.39
QUILL CORPORATION	33628364, 33631834, 336514...	08/03/2023	SHEET PORTECTORS	101-1001-44606	26.62
QUILL CORPORATION	33628364, 33631834, 336514...	08/03/2023	CORRECTION TAPE 18/PACK	101-1001-44606	27.29
QUILL CORPORATION	33628364, 33631834, 336514...	08/03/2023	FACIAL TISSUE	101-1001-44606	29.18
QUILL CORPORATION	33628364, 33631834, 336514...	08/03/2023	FILE FOLDERS	101-1001-44606	58.29
QUILL CORPORATION	33628364, 33631834, 336514...	08/03/2023	PARCHMENT PAPER 100/PACK	101-1001-44606	121.45
QUILL CORPORATION	33628364, 33631834, 336514...	08/03/2023	MULTIPURPOSE COPY PAPER	101-1001-44606	283.45
QUILL CORPORATION	33628364, 33631834, 336514...	08/03/2023	SMALL BINDER CLIPS	101-1001-44606	7.15
SILVERSKY, INC.	485404-SI	08/03/2023	OPEN PO FY23/24 GENERAL F...	101-1018-43815	245.92
TESTON'S FREEWAY CHEVRON	5268	08/03/2023	OPEN FUEL PO FOR JUNE 2023..	101-1009-43316	1,115.30
TESTON'S FREEWAY CHEVRON	5278	08/03/2023	OPEN FUEL PO FOR CS	101-1013-43316	153.50
SIERRA AUTO/CARQUEST	6016-315078	08/03/2023	LOCKNUT WR 2 3/4	101-1012-44607	43.91
SIERRA AUTO/CARQUEST	6016-315137	08/03/2023	.030 WIRE MILD	101-1012-44607	47.18
SIERRA AUTO/CARQUEST	6016-315817	08/03/2023	GREASE - GM	101-1009-47420	20.10
SIERRA AUTO/CARQUEST	6016-315817	08/03/2023	CONV OIL 5W30 5 QT F	101-1009-47420	22.14
SIERRA AUTO/CARQUEST	6016-315817	08/03/2023	BATTERY - LAWN/GARDEN	101-1009-47420	69.36
SIERRA AUTO/CARQUEST	6016-315817	08/03/2023	GREASE GUN	101-1009-47420	73.06
SIERRA AUTO/CARQUEST	6016-315817	08/03/2023	CORE RETURN - BATTERY - L...	101-1009-47420	-10.00
JOSE LUIS SIMENTAL SR	6288	08/03/2023	RIM CLAMP TIRE CHANGER	101-1012-80845	8,187.90
JOSE LUIS SIMENTAL SR	6288	08/03/2023	1300 WHEEL BALANCER	101-1012-80845	7,096.95
SIERRA AUTO/CARQUEST	78396	08/03/2023	22 XTRACLEAR	101-1014-47420	16.96
JAIME F. RUBIN, LLC	8123	08/03/2023	GRT	101-1000-43597	438.85
JAIME F. RUBIN, LLC	8123	08/03/2023	OPEN PO FOR LEGAL SERVICES..	101-1000-43597	5,336.77
SIERRA COUNTY SENTINEL	993-8	08/03/2023	HELP WANTED ADS - FY23-24 -..	101-1004-43740	386.08
LASTING PAWS PET MEMORIA...LC10391-I-0041		08/03/2023	CREAMTION SERVICES	101-1006-48598	816.46
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1001-41226	120.34
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1003-41226	155.72
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1004-41226	305.11
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1006-41226	123.12
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1007-41226	1,159.74
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1008-41226	114.67
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1009-41226	62.98
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1011-41226	296.47
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1012-41226	120.15
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1014-41226	210.43

EOM AP REPORT

Payment Dates: 8/1/2023 - 8/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	101-1016-41226	208.55
SIERRA VISTA HOSPITAL / SIER...	073123	08/04/2023	GRT DISTRIBUTION FY 23/24 ...	101-1017-48599	37,675.00
SIERRA COUNTY CLERK	08032023	08/04/2023	OPEN PO FOR RECORDING OF...	101-1001-43740	25.00
TALON SEPTIC & POTTY SERVI...	1764	08/04/2023	OPEN PO PORTABLE TOILET R...	101-1009-43465	1,000.00
NEW MEXICO GAS COMPANY, ..	31JUL2023	08/04/2023	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	37.16
NEW MEXICO GAS COMPANY, ..	31JUL2023	08/04/2023	NM WORKFORCE CONNECTI...	101-1018-43780	31.08
NEW MEXICO GAS COMPANY, ..	31JUL2023	08/04/2023	GENERAL OPEN PO FY23/24	101-1018-43780	388.75
GRAINGER, INC.	9780090933	08/04/2023	SLOAN ROYAL TOILET FLUSH ...	101-1014-43403	825.08
XEROX CORP - OLD	08012023	08/10/2023	WASTE WATER	101-1004-43465	135.36
XEROX CORP - OLD	08012023	08/10/2023	MUNICIPAL COURT	101-1004-43465	197.51
XEROX CORP - OLD	08012023	08/10/2023	FIRE DEPT	101-1004-43465	256.38
XEROX CORP - OLD	08012023	08/10/2023	FINANCE OFFICE	101-1004-43465	313.16
XEROX CORP - OLD	08012023	08/10/2023	ELECTRIC DEPT	101-1004-43465	65.83
XEROX CORP - OLD	08012023	08/10/2023	POLICE DEPT	101-1004-43465	107.25
XEROX CORP - OLD	08012023	08/10/2023	AIRPORT	101-1004-43465	31.58
XEROX CORP - OLD	08012023	08/10/2023	UTILITY BILLING	101-1004-43465	517.46
XEROX CORP - OLD	08012023	08/10/2023	FLEET DEPT	101-1004-43465	26.55
XEROX CORP - OLD	08012023	08/10/2023	CITY MANAGER	101-1004-43465	34.91
XEROX CORP - OLD	08012023	08/10/2023	GOLF COURSE	101-1004-43465	147.54
XEROX CORP - OLD	08012023	08/10/2023	SOLID WASTE	101-1004-43465	26.26
WEX BANK	08012023	08/10/2023	FUEL FOR JULY 2023 FOR ANI...	101-1008-43316	670.21
WEX BANK	08012023-PD	08/10/2023	FUEL FOR JULY 2023 FOR PD	101-1007-43316	7,163.26
WILLIAM I. BUHLER	08082023	08/10/2023	FISH POND WATER RIGHTS FY ...	101-1009-43770	450.00
LUIS TAVIZON	080923	08/10/2023	REIMBURSEMENT FOR FLASH ...	101-1007-44606	42.05
ZIA ELECTRIC	092314	08/10/2023	INSTALL NEW LIGHTING IN R...	101-1014-43403	1,592.13
SUPERIOR WEED AND PEST LLC	1162	08/10/2023	LABOR AND MATERIALS - BAR...	101-1009-47415	1,666.56
REED'S TIRE CENTER	13097	08/10/2023	STOCK TIRES FOR PD	101-1007-47420	816.00
ELLISHIA D BIERNER DBA SIER...	1371-3081807	08/10/2023	WINDSHILD REPLACEMENT	101-1007-47420	386.84
SUN VALLEY, INC.	170269/6, 170473/6, 170308/...	08/10/2023	OPEN P.O. FOR FIELD SUPPLIES	101-1014-44607	981.44
SUN VALLEY, INC.	170329, 170364, 170535	08/10/2023	OPEN PO FIELD SUPPLIES FY24...	101-1009-44607	69.96
SUN VALLEY, INC.	170651/6	08/10/2023	KITCHEN FAUCET	101-1014-43403	51.99
SUN VALLEY, INC.	170651/6	08/10/2023	MANUAL THERMOSTAT	101-1014-43403	52.49
AMAZON CAPITAL SERVICES, I...	1HFQ-7KKF-LC1N	08/10/2023	EXPO DRY ERASE WHITEBOAR...	101-1012-44606	11.82
AMAZON CAPITAL SERVICES, I...	1HFQ-7KKF-LC1N	08/10/2023	LOGITECH M510 WIRELESS C...	101-1012-44606	24.87
AMAZON CAPITAL SERVICES, I...	1HFQ-7KKF-LC1N	08/10/2023	DAWN PROFESSIONAL HEAVY...	101-1012-44606	47.78
AMAZON CAPITAL SERVICES, I...	1HFQ-7KKF-LC1N	08/10/2023	EXPO LOW ODOR DRY ERASE...	101-1012-44606	8.97
COOPERATIVE EDUCATIONAL ...	24-139657	08/10/2023	ENGINEERED DRAWINGS AND...	101-1009-80845	850.00
COOPERATIVE EDUCATIONAL ...	24-139657	08/10/2023	FREIGHT FOB	101-1009-80845	8,050.00
COOPERATIVE EDUCATIONAL ...	24-139657	08/10/2023	RALPH EDWARDS PARK - MET...	101-1009-80845	58,472.50
OFFICE DEPOT	323841746001, 32384838500...	08/10/2023	OFFICE SUPPLIES	101-1007-44606	562.20
SIERRA VISTA HOSPITAL / SIER...	58350C15467	08/10/2023	COLLECTION DRUG TEST FEE ...	101-1004-48599	125.00
MPG SERVICES, LLC	6054	08/10/2023	LABOR FOR WARRANTY WORK...	101-1014-43403	308.87
ROTARY CLUB OF TORC	6231	08/10/2023	JULY 2023 ROTARY CLUB DUES...	101-1007-43770	60.00
TDS	7242023-8	08/10/2023	GENERAL OPEN PO FY 22/23	101-1018-43780	149.00
STAPLES CONTRACT & COMM...	7902753054	08/10/2023	OFFICE SUPPLIES FOR FINANCE...	101-1004-44606	482.51
WEX BANK	90859101	08/10/2023	WEX BANK FUEL CARD OPEN P...	101-1014-43316	966.36
QUEST DIAGNOSTICS, INC.	9204628066-8	08/10/2023	SCREENING & MIRO FEE FY 23...	101-1004-48599	336.30
VERIZON WIRELESS	9940511707	08/10/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43775	205.15
VERIZON WIRELESS	9940511707	08/10/2023	ANIMAL CONTROL OPEN PO F...	101-1008-43775	123.09
AMAZON CAPITAL SERVICES, I...	ILWG-T4RL-NXM4	08/10/2023	LARGE DOG SCALE	101-1006-44607	183.13
AMAZON CAPITAL SERVICES, I...	ILWG-T4RL-NXM4	08/10/2023	LOOP LEASH	101-1006-44607	37.98
AMAZON CAPITAL SERVICES, I...	ILWG-T4RL-NXM4	08/10/2023	SHIPPING	101-1006-44607	1.12
AMAZON CAPITAL SERVICES, I...	ILWG-T4RL-NXM4	08/10/2023	SCRUB BRUSH	101-1006-44607	12.48
SAMBA HOLDINGS, INC.	INV011187259	08/10/2023	SAMBA DIVIN REPORTS - NH ...	101-1004-48599	38.00
TRANS UNION RISK & ALTERN...	08012023	08/16/2023	MONTHLY TLO SERVICE JULY ...	101-1007-43815	114.00
TERESA VARELA	08052023	08/16/2023	DEPOSIT REFUND RALPH EDW...	101-1099-34348	25.00
SECRETARY OF STATE	08152023	08/16/2023	LISA GABALDON NOTARY CERT...	101-1001-43770	30.00
VALLEY VET SUPPLY	17424576	08/16/2023	TRUCAN B (ORAL) FOR DOGS	101-1006-44607	397.90
VALLEY VET SUPPLY	17424576	08/16/2023	TRUCAN DAPPI+L4 DOG VACC...	101-1006-44607	570.00
DEPARTMENT OF FINANCE A...	22-ZG1016-52 8.16.23	08/16/2023	REPAYMENT 22-ZG1016-52	101-1007-45555	1,543.37

EOM AP REPORT

Payment Dates: 8/1/2023 - 8/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WH PACIFIC, INC.	343139	08/16/2023	ENGINEERING OVERSIGHT	101-1010-48598	8,659.48
XEROX CORP.	4627725	08/16/2023	CLERKS OFFICE OPEN PO FY23...	101-1001-43465	297.01
XEROX CORP.	4627725	08/16/2023	CITY MANAGER OPEN PO FY2...	101-1003-43465	282.16
XEROX CORP.	4627725	08/16/2023	FINANCE OFFICE OPEN PO FY...	101-1004-43465	514.87
XEROX CORP.	4627725	08/16/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43465	311.86
XEROX CORP.	4627725	08/16/2023	PARKS DEPT OPEN PO FY23/24	101-1009-43465	200.47
XEROX CORP.	4627725	08/16/2023	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	37.12
XEROX CORP.	4627725	08/16/2023	MUNICIPAL COURT OPEN PO ...	101-1040-43465	297.01
ROTARY CLUB OF TORC	6263	08/16/2023	ROTARY DUES FOR CHIEF TAVI...	101-1007-43770	660.00
ARENAS VALLEY ANIMAL CLIN...	80726, 80893, 81136, 81192, ...	08/16/2023	TESTING KITS	101-1006-44607	1,295.00
ARENAS VALLEY ANIMAL CLIN...	80726, 80893, 81136, 81192, ...	08/16/2023	VET SERVICES	101-1006-48598	1,092.96
LEAVITT GROUP SOUTHWEST ...	8152023	08/16/2023	LISA GABALDON NOTARY BO...	101-1001-43770	50.00
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1001-41226	120.34
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1003-41226	155.73
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1004-41226	305.11
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1006-41226	123.12
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1007-41226	1,154.72
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1008-41226	114.67
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1009-41226	62.98
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1011-41226	296.47
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1012-41226	123.62
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1014-41226	210.43
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	101-1016-41226	208.55
WH PACIFIC, INC.	343137, 344465	08/17/2023	OBSERVATION FOR UTILITIES	101-1010-48598	17,861.96
WH PACIFIC, INC.	343137, 344465	08/17/2023	CONSTRUCITON SUPPORT	101-1010-48598	5,268.09
SIERRA VISTA HOSPITAL / SIER...	073123-JUNE	08/24/2023	GRT DISTRIBUTION FY 23/24 ...	101-1017-48599	66,012.36
WINDSTREAM CORPORATION	08182023	08/24/2023	CITY MANAGER OPEN PO FY2...	101-1003-43775	89.05
TDS	08182023	08/24/2023	GENERAL OPEN PO FY 22/23	101-1018-43780	4,562.18
REED'S TIRE CENTER	13276	08/24/2023	245/55/18 BFGS	101-1007-47420	1,696.00
NEWGEN STRATEGIES AND SO...	16299/16437	08/24/2023	WA/WW COMPREHENSIVE SE...	101-1010-48598	9,805.69
AMAZON CAPITAL SERVICES, I...	193D-KFNT-YL93	08/24/2023	OFFICE MAINTENANCE NEEDS	101-1007-44606	218.35
AMAZON CAPITAL SERVICES, I...	11FM-D1TT-GQLQ	08/24/2023	OFFICE MAINTENANCE NEEDS	101-1007-44606	381.42
ARCHIVESOCIAL INC.	30341	08/24/2023	SOCIAL MEDIA ARCHIVING SU...	101-1003-43770	4,200.00
QUILL CORPORATION	33776873, 33776746, 337983...	08/24/2023	OFFICE SUPPLIES	101-1003-44606	362.36
QUILL CORPORATION	33776873, 33776746, 337983...	08/24/2023	OFFICE SUPPLIES	101-1010-44606	32.74
QUILL CORPORATION	33776873, 33776746, 337983...	08/24/2023	BUSINESS CARDS FOR LESLIE	101-1012-44606	19.16
QUILL CORPORATION	33776873, 33776746, 337983...	08/24/2023	OFFICE SUPPLIES	101-1013-44606	5.21
PUBLIC SECTOR PERSONNEL ...	3581	08/24/2023	SALARY AND JOB DESCRIPTION..	101-1018-48598	8,000.00
TURTLEBACK PEST CONTROL, ...	8784	08/24/2023	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,075.24
GRAINGER, INC.	9791455935	08/24/2023	DEFINITE PURPOSE CONTACT...	101-1014-43403	94.49
VERIZON WIRELESS	9942076144	08/24/2023	CITY CLERK OPEN PO FY23/24	101-1001-43775	276.43
VERIZON WIRELESS	9942076144	08/24/2023	MUNICIPAL COURT OPEN PO ...	101-1002-43775	194.04
VERIZON WIRELESS	9942076144	08/24/2023	CITY MANAGER OPEN PO FY2...	101-1003-43775	231.85
VERIZON WIRELESS	9942076144	08/24/2023	FINANCE OPEN PO FY23/24	101-1004-43775	248.29
VERIZON WIRELESS	9942076144	08/24/2023	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	109.99
VERIZON WIRELESS	9942076144	08/24/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43775	1,022.50
VERIZON WIRELESS	9942076144	08/24/2023	ANIMAL CONTROL OPEN PO F...	101-1008-43775	125.33
VERIZON WIRELESS	9942076144	08/24/2023	PARKS DEPT OPEN PO FY23/24	101-1009-43775	144.75
VERIZON WIRELESS	9942076144	08/24/2023	COMMUNITY DEVELOPEMENT...	101-1010-43775	93.11
VERIZON WIRELESS	9942076144	08/24/2023	STREETS DEPT OPEN PO FY23/...	101-1011-43775	110.50
VERIZON WIRELESS	9942076144	08/24/2023	FLEET DEPT OPEN PO FY23/24	101-1012-43775	85.32
VERIZON WIRELESS	9942076144	08/24/2023	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	129.07
CITY UTILITIES	A-B AUGUST 2023	08/24/2023	GENERAL FUND CYCLE A&B O...	101-1018-43780	5,567.56
CITY UTILITIES	AUGUST 2023	08/24/2023	GENERAL FUND OPEN PO FY2...	101-1018-43780	23.22
TARA MANNING	08/29/2023	08/30/2023	TRAVEL REIMBURSEMENT - ...	101-1006-42720	490.05
FRANK LUCHINI	08282023	08/30/2023	CIVIC CENTER DEPOSIT REFU...	101-1099-34348	300.00
SIERRA COUNTY SENTINEL	1282	08/30/2023	HELP WANTED ADS - FY23-24 -..	101-1004-43740	406.41

EOM AP REPORT

Payment Dates: 8/1/2023 - 8/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA COUNTY SENTINEL	1300	08/30/2023	OPEN PO FOR FY 22/23 PUBLI...	101-1001-43740	363.36
EWING IRRIGATION	20203010	08/30/2023	190-36V HUNTER LG TURF RO...	101-1009-44607	229.50
EWING IRRIGATION	20203010	08/30/2023	190-ADV HUNTER LG TURF RO...	101-1009-44607	114.75
EWING IRRIGATION	20203010	08/30/2023	120-04-SS HUNTER ULTRA 3/4 ...	101-1009-44607	397.80
EWING IRRIGATION	20203010	08/30/2023	I-25-04-SS HUNTER ULTRA 1 IN...	101-1009-44607	507.45
NM MUNICIPAL LEAGUE	2976	08/30/2023	ANNUAL DUES FOR CHIEF TAV...	101-1007-43770	150.00
SILVERSKY, INC.	487341-SI	08/30/2023	OPEN PO FY23/24 GENERAL F...	101-1018-43815	961.36
TESTON'S FREEWAY CHEVRON	5322	08/30/2023	OPEN PO FY23/24 FUEL PURC...	101-1013-43316	273.82
TESTON'S FREEWAY CHEVRON	5327	08/30/2023	OPEN PO FUEL PURCHASES FY...	101-1009-43316	344.29
TDS	8242023	08/30/2023	GENERAL OPEN PO FY 22/23	101-1018-43780	149.00
NEW MEXICO GAS COMPANY, ..	8252023	08/30/2023	GENERAL OPEN PO FY23/24	101-1018-43780	426.69
NEW MEXICO GAS COMPANY, ..	8252023	08/30/2023	NM WORKFORCE CONNECTI...	101-1018-43780	31.65
NEW MEXICO GAS COMPANY, ..	8252023	08/30/2023	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	35.97
CARROT TOP INDUSTRIES, INC.	INV121458	08/30/2023	3X5' POLYESTER U.S. FLAG	101-1009-44607	341.94
CARROT TOP INDUSTRIES, INC.	INV121458	08/30/2023	SHIPPING	101-1009-44607	29.70
BANK OF AMERICA	000225	08/31/2023	SHIPPING AND RETURN SHIPP...	101-1009-47420	138.60
BANK OF AMERICA	04108	08/31/2023	HOSES	101-1006-44607	99.88
BANK OF AMERICA	04108	08/31/2023	CLEANING SUPPLIES	101-1006-44607	145.72
BANK OF AMERICA	04286	08/31/2023	FANS	101-1006-44607	145.85
BANK OF AMERICA	201360	08/31/2023	CUB CADET BLADE SET 46" M...	101-1009-44607	122.98
BANK OF AMERICA	24099AE	08/31/2023	SERVICE/MAINTENANCE SC...	101-1009-47415	498.00
BANK OF AMERICA	3411007615	08/31/2023	HOTEL STAY FOR CONFERENCE...	101-1008-42720	108.11
ESRI INC.	94548658	08/31/2023	SALES TAX	101-1010-43770	506.69
ESRI INC.	94548658	08/31/2023	PROFESSIONAL STANDARD US...	101-1010-43770	6,050.00
GRAINGER, INC.	9813143766 & 9813235976	08/31/2023	A/C UNIT FOR CITY HALL SERV...	101-1014-43403	839.50
GRAINGER, INC.	9813143766 & 9813235976	08/31/2023	60 AMP SQUARE D BOLT ON ...	101-1014-43403	110.13
BANK OF AMERICA	AD01706300225CUS	08/31/2023	ANNUAL SUBSCRIPTION FOR ...	101-1003-43770	259.97
BANK OF AMERICA	N12230000200	08/31/2023	FINGERPRINTS FOR ABEL SAN...	101-1007-48598	23.00
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1001-41226	120.34
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1003-41226	155.71
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1004-41226	305.11
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1006-41226	123.12
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1007-41226	1,091.08
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1007-41226	67.51
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1008-41226	114.67
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1009-41226	67.94
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1011-41226	296.47
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1012-41226	123.64
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1014-41226	210.43
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	101-1016-41226	208.55
Fund 101 - General Total:					340,470.60

Fund: 201 - Corrections

ADMINISTRATIVE OFFICE OF ...	06302023-6	08/03/2023	PAY DWI /COURT AUTO/JUD /...	201-1903-44805	18.00
SIERRA COUNTY TREASURER	073123SCT	08/10/2023	OPEN PO - CARE OF PRISONERS	201-1903-48710	2,860.00
Fund 201 - Corrections Total:					2,878.00

Fund: 209 - Fire

TESTON'S FREEWAY CHEVRON	5269	08/03/2023	OPEN FUEL PO FOR JUNE 202...	209-1603-43316	154.50
NEW MEXICO GAS COMPANY, ..	31JUL2023	08/04/2023	FIRE SOUTH STATION OPEN P...	209-1603-43780	31.08
NEW MEXICO GAS COMPANY, ..	31JUL2023	08/04/2023	FIRE STATION OPEN PO FY23/...	209-1603-43780	42.97
MEGAHERTZ COMPUTER CON...	72218	08/10/2023	INTERNET SERVICE/NORTH FI...	209-1603-43775	54.19
XEROX CORP.	4627725	08/16/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43465	334.14
LYNN'S LANDSCAPE	620	08/16/2023	OPEN PO FOR MONTHLY CLE...	209-1603-47415	471.43
WINDSTREAM CORPORATION	08182023	08/24/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43775	123.70
VERIZON WIRELESS	9942076144	08/24/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43775	188.48
CITY UTILITIES	A-B AUGUST 2023	08/24/2023	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	526.74
TESTON'S FREEWAY CHEVRON	5328	08/30/2023	OPEN PO FOR GAS/FUEL FY 23...	209-1603-43316	209.27
NEW MEXICO GAS COMPANY, ..	8252023	08/30/2023	FIRE STATION OPEN PO FY23/...	209-1603-43780	41.84

EOM AP REPORT

Payment Dates: 8/1/2023 - 8/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPANY, ..	8252023	08/30/2023	FIRE SOUTH STATION OPEN P...	209-1603-43780	31.65
Fund 209 - Fire Total:					2,209.99
Fund: 211 - Law Enforce Prot					
SIGNET TRAINING GROUP	202303D	08/03/2023	LAW ENFORCEMENT EXECUTI...	211-2003-42535	6,397.50
THE LINE, LLC	78148	08/03/2023	UNIFORM EQUIPMENT	211-2003-44613	688.12
SIRCHIE ACQUISITION CO,LLC	0598017-IN, 0598815-IN	08/10/2023	EVIDENCE PROCESSING SUPPL...	211-2003-44613	375.59
SOUTHWEST AUTOMOTIVE	1432	08/10/2023	UNIT REPAIR 2017 FORD EXPL...	211-2003-47420	5,288.42
SIRCHIE ACQUISITION CO,LLC	0604021-IN	08/16/2023	EVIDENCE PROCESSING SUPPL...	211-2003-44613	248.77
LAW ENFORCEMENT SEMINA...	2026109	08/16/2023	Internal Affairs Investigations ...	211-2003-42535	850.00
KAUFMAN'S WEST, LLC	8200L	08/16/2023	PATROL BOOTS - NEW HIRE (S...	211-2003-44615	140.00
SIRCHIE ACQUISITION CO,LLC	0605013-IN	08/24/2023	EVIDENCE PROCESSING SUPPL...	211-2003-44613	46.54
THE CAR WASH	4	08/24/2023	CAR WASH VOUCHERS FOR P...	211-2003-47420	720.00
BANK OF AMERICA	0015285277	08/31/2023	FIRST AID/ CPR/ AED INSTRUC...	211-2003-42535	180.00
BANK OF AMERICA	0015285296	08/31/2023	FIRST AID	211-2003-42535	36.00
BANK OF AMERICA	3436522	08/31/2023	DARE CONFERENCE LODGING	211-2003-42535	464.88
BANK OF AMERICA	93919	08/31/2023	PATROL BOOTS FOR OFFICER J...	211-2003-44615	139.99
BANK OF AMERICA	ORDER CONFIRMATION # PHO...	08/31/2023	AMERICAN RED CROSS TRAIN...	211-2003-44607	316.51
Fund 211 - Law Enforce Prot Total:					15,892.32
Fund: 214 - Lodgers Tax					
SIERRA COUNTY ARTS COUNCIL	71423	08/03/2023	OPEN PO FOR LODGERS TAX ...	214-2560-60725	1,010.50
ELITE MEDIA GROUP LLC DBA ...	INV67218/INV67206	08/03/2023	CITY ADVERTISING-OPEN PO-F...	214-2503-47597	826.68
GERONIMO TRAIL SCENIC BY...	8123	08/10/2023	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
SUNNY 505	001124	08/16/2023	ADVERTISING AND MARKETI...	214-2503-47406	10,256.63
RUANNA WALDRUM	1347	08/17/2023	WEBSITE AND MULTI-MEDIA ...	214-2540-60725	667.06
Fund 214 - Lodgers Tax Total:					13,227.54
Fund: 216 - Muni Street					
FOXWORTH-GALBRAITH	2042741	08/03/2023	TAPE MEASURES 25'	216-4503-44607	49.98
FOXWORTH-GALBRAITH	2042741	08/03/2023	WATER COOLER,SAW BLADES,...	216-4503-44607	119.98
FOXWORTH-GALBRAITH	2042741	08/03/2023	RECIPACATING SAW BLADES 1...	216-4503-44607	29.99
FOXWORTH-GALBRAITH	216-4503-44607	08/03/2023	23/32" CDX PLYWOOD	216-4503-44607	115.47
TESTON'S FREEWAY CHEVRON	5267	08/03/2023	OPEN FUEL PO FOR JUNE 2023...	216-4503-43316	345.85
SOUTHWEST CONSTRUCTION ...	96645	08/03/2023	5/8 NUTS	216-4503-47420	23.70
SOUTHWEST CONSTRUCTION ...	96645	08/03/2023	5/8X 2 1/4 BOLTS	216-4503-47420	33.30
SOUTHWEST CONSTRUCTION ...	96645	08/03/2023	GRADER BLADE	216-4503-47420	452.60
B & H OIL CO.	073123BH	08/10/2023	RED DIESEL- OPEN PO FY 23/24	216-4503-43316	1,174.18
REED'S TIRE CENTER	13098	08/10/2023	SET OF 4 TIRES 235 80 16 FOR...	216-4503-47420	880.00
SUN VALLEY, INC.	170530	08/10/2023	1/2"X5/16"X100' VINYL TUBE	216-4503-47420	78.85
RED BUD SUPPLY, INC	174896-ST	08/10/2023	STRIPING MACHINE FOR STRE...	216-4503-80845	6,108.00
B & H OIL CO.	55374	08/10/2023	DEF FLUID VEHICLE MAINTECs	216-4503-47420	912.00
SOUTHWEST CONSTRUCTION ...	96896	08/16/2023	STEERING CYLINDER PINS AND...	216-4503-47420	2,164.66
TESTON'S FREEWAY CHEVRON	5326	08/30/2023	GAS/DIESEL FUEL PURCHASES...	216-4503-43316	132.54
Fund 216 - Muni Street Total:					12,621.10
Fund: 260 - Fiscal Recovery Funds					
MAULDIN DRILLING, LLC	8097	08/30/2023	WELL 8 REPAIRS	260-2002-80860	54,820.15
Fund 260 - Fiscal Recovery Funds Total:					54,820.15
Fund: 294 - State Library					
OCLC, INC.	1000320077	08/04/2023	INTERLIBRARY LOAN SERVICE ...	294-5003-60834	2,630.04
TDS	08012023	08/10/2023	INTERNET SERVICE LIBRARY O...	294-5003-60834	99.95
XEROX CORP.	4627725	08/16/2023	LIBRARY OPEN PO FY23/24	294-5003-43465	26.73
XEROX CORP - OLD	019420588, 019517905	08/24/2023	XEROX OLD CONTRACT FOR LI...	294-5003-43465	49.88
VERIZON WIRELESS	9942076144	08/24/2023	LIBRARY OPEN PO FY23/24	294-5003-43775	166.35
Fund 294 - State Library Total:					2,972.95
Fund: 295 - Muni Pool					
AMBROSIA LLC	203261	08/03/2023	CALCIUM HYPOCHLORITE TAB...	295-4803-44607	2,496.00
AMBROSIA LLC	203261	08/03/2023	CALCIUM HYPOCHLORITE GR...	295-4803-44607	1,704.00
AMBROSIA LLC	203261	08/03/2023	ALGAECIDE	295-4803-44607	780.00
AMBROSIA LLC	203261	08/03/2023	CYANURIC ACID	295-4803-44607	687.00
AMBROSIA LLC	203261	08/03/2023	CLARIFIER	295-4803-44607	528.00

EOM AP REPORT

Payment Dates: 8/1/2023 - 8/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	295-4803-41226	40.10
XEROX CORP.	4627725	08/16/2023	POOL OPEN PO FY23/24	295-4803-43465	31.19
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	295-4803-41226	40.10
TDS	08182023	08/24/2023	POOL OPEN PO FY 22/23	295-4803-43780	600.00
VERIZON WIRELESS	9942076144	08/24/2023	POOL OPEN PO FY23/24	295-4803-43775	28.44
NEW MEXICO GAS COMPANY, ..	8252023	08/30/2023	SWIMMING POOL OPEN PO F...	295-4803-43780	29.04
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	295-4803-41226	40.11
Fund 295 - Muni Pool Total:					7,003.98
Fund: 296 - PD GRT					
LENSLOCK, INC.	423-233-EQUIP	08/03/2023	LENSLOCK BODY CAMERAS - S...	296-2403-44613	15,275.00
Fund 296 - PD GRT Total:					15,275.00
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	08182023	08/24/2023	VETERANS WALL OPEN PO FY...	303-4703-43775	191.28
Fund 303 - Vet Wall Total:					191.28
Fund: 304 - Senior Grants					
BARTOO SAND & GRAVEL, INC.	M43441	08/03/2023	HOT MIX ASPHALT IN PLACE P...	304-4903-47415	92,118.75
Fund 304 - Senior Grants Total:					92,118.75
Fund: 315 - CI Reserve					
AMAZON CAPITAL SERVICES, I...	11YJ-9791N-9WRM	08/10/2023	ETHERNET CABLES	315-8001-44613	365.16
LM BUILDING SERVICES	083023	08/31/2023	A/Cs FOR RIVERSIDE VAC STAT...	315-8005-43403	10,295.63
Fund 315 - CI Reserve Total:					10,660.79
Fund: 321 - WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY, INC. E...	116724	08/16/2023	WA SYSTEM PERFORMANCE I...	321-7017-80860	35,871.05
Fund 321 - WATER SYSTEM IMPROVEMENTS Total:					35,871.05
Fund: 360 - NMFA PROJECTS					
WILSON & COMPANY, INC. E...	118263	08/03/2023	ENG SERVICES ROADWAY IMP...	360-7009-80847	10,837.50
WILSON & COMPANY, INC. E...	118263-8	08/04/2023	ENG SERVICES ROADWAY IMP...	360-7009-80847	10,837.50
SPARTAN CONSTRUCTION OF ...	PAY APPLICATION 1	08/04/2023	CONSTRUCTION SERVICES MS...	360-7009-80847	175,651.87
Fund 360 - NMFA PROJECTS Total:					197,326.87
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY, INC. E...	115884, 118324	08/04/2023	PROFESSIONAL SERVICES BOO...	370-7008-48598	7,448.57
Fund 370 - WATER TRUST BOARD PROJECTS Total:					7,448.57
Fund: 380 - OTHER STATE FUNDED PROJECTS					
WILSON & COMPANY, INC. E...	114297/115009/115897/117...	08/03/2023	ENGINEERING SERVICES DW-4...	380-7002-48598	42,073.06
WILSON & COMPANY, INC. E...	118318	08/16/2023	ENGINEERING SERVICES DW-4...	380-7002-48598	3,031.15
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					45,104.21
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTH...	080123	08/03/2023	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	080123	08/03/2023	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.71
NEW MEXICO FINANCE AUTH...	080123	08/03/2023	NMFA LOAN PYMT PPRF 5652	403-1203-12952	8,612.15
NEW MEXICO FINANCE AUTH...	080123	08/03/2023	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.59
NEW MEXICO FINANCE AUTH...	080123-NMFA	08/10/2023	INTEREST & ADMIN FEES FOR ...	403-1203-90925	12.40
NEW MEXICO FINANCE AUTH...	080123-9	08/30/2023	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	080123-9	08/30/2023	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.71
NEW MEXICO FINANCE AUTH...	080123-9	08/30/2023	NMFA LOAN PYMT PPRF 5652	403-1203-12952	8,612.15
NEW MEXICO FINANCE AUTH...	080123-9	08/30/2023	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.59
Fund 403 - Pledge State Total:					48,116.46
Fund: 501 - Cemetary					
CITY UTILITIES	A-8 AUGUST 2023	08/24/2023	CEMETARY CYCLE A&B OPEN ...	501-1803-43780	1,077.34
Fund 501 - Cemetary Total:					1,077.34
Fund: 502 - Util Office - Pool					
TESTON'S FREEWAY CHEVRON	5266	08/03/2023	OPEN FUEL PO FOR JUNE 2023..	502-3601-43316	367.53
SPECTRUM NEW MEXICO LLC ...	583368	08/03/2023	10,000 #10 WINDOW & 10,00...	502-3601-43740	1,705.55
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	502-3601-41226	259.15
PITNEY BOWES INC.	1023618123	08/16/2023	UTILITY OFFICE POSTAGE SUP...	502-3601-44606	116.98
XEROX CORP.	4627725	08/16/2023	UTILITY BILLING OPEN PO FY2...	502-3601-43465	460.37
STAPLES CONTRACT & COMM...	7612456106-00001	08/16/2023	UTILITY OFFICE SUPPLIES	502-3601-44606	201.47

EOM AP REPORT

Payment Dates: 8/1/2023 - 8/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	502-3601-41226	259.15
VERIZON WIRELESS	9942076144	08/24/2023	UTILITY BILLING OPEN PO FY2...	502-3601-43775	271.94
AUTOZONE STORES, LLC	2529166705	08/30/2023	CHEVY IMPALA WIPER BLADES	502-3601-43316	11.98
TESTON'S FREEWAY CHEVRON	5325	08/30/2023	UTILITY OFFICE GAS/OIL OPEN...	502-3601-43316	470.22
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	502-3601-41226	259.15
Fund 502 - Util Office - Pool Total:					4,383.49
Fund: 503 - Electric					
MIKE TORRES DBA CD TECHN...	1011	08/03/2023	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	425.00
REED'S TIRE CENTER	13159	08/03/2023	TIRES MOUNTED	503-3702-47420	100.00
REED'S TIRE CENTER	13159	08/03/2023	DISPOSOL OF TIRES	503-3702-47420	20.00
REED'S TIRE CENTER	13159	08/03/2023	TAX	503-3702-47420	9.53
ZIA UTILITY SERVICES, LLC	4799	08/03/2023	SLEEVE TESTING	503-3702-44615	120.00
ZIA UTILITY SERVICES, LLC	4799	08/03/2023	GLOVE TESTING	503-3702-44615	240.00
ZIA UTILITY SERVICES, LLC	4799	08/03/2023	CLASS 0 GLOVES	503-3702-44615	105.00
SILVERSKY, INC.	485404-SI	08/03/2023	OPEN PO FY23/24 ELECTRIC D...	503-3702-43815	245.91
TESTON'S FREEWAY CHEVRON	5270	08/03/2023	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	1,469.53
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	CABIN AIR FILTER	503-3702-47420	12.01
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	WINDSHIELD WIPERS	503-3702-47420	16.96
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	CABIN AIR FILTER	503-3702-47420	12.04
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	CABIN AIR FILTER	503-3702-47420	12.04
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	AIR FILTER	503-3702-47420	15.89
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	CABIN AIR FILTER	503-3702-47420	21.50
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	WINDSHIELD WIPERS	503-3702-47420	39.92
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	WINDSHIELD WIPERS	503-3702-47420	16.96
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	CABIN AIR FILTER	503-3702-47420	12.04
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	AIR FILTER	503-3702-47420	15.89
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	CABIN AIR FILTER	503-3702-47420	12.04
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	WINDSHIELD WIPERS	503-3702-47420	9.98
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	WINDSHIELD WIPERS	503-3702-47420	16.96
SIERRA AUTO/CARQUEST	6016-315281	08/03/2023	WINDSHIELD WIPERS	503-3702-47420	16.96
SIERRA AUTO/CARQUEST	6016-315900	08/03/2023	BEP 65-1	503-3702-47420	304.48
WESTERN UNITED ELECTRIC	6091578	08/03/2023	31191101MR-YG SPEC 6314 2...	503-3702-44607	5,547.00
WESTERN UNITED ELECTRIC	6092206	08/03/2023	SQUARE WASHER	503-3702-44607	304.00
WESTERN UNITED ELECTRIC	6092206	08/03/2023	COVER BUSHING	503-3702-44607	1,166.40
WESTERN UNITED ELECTRIC	6092206	08/03/2023	HPS 70W LAMP	503-3702-44607	190.80
WESTERN UNITED ELECTRIC	6092206	08/03/2023	OVALEYE BOLT 5/8X10	503-3702-44607	352.50
WESTERN UNITED ELECTRIC	6092206	08/03/2023	4 SOLID BARE COPPER- 200 FT	503-3702-44607	1,152.00
WESTERN UNITED ELECTRIC	6092206	08/03/2023	BLACK VINYL TAPE	503-3702-44607	1,192.00
WESTERN UNITED ELECTRIC	6092206	08/03/2023	MACHINE BOLT 5/8X12	503-3702-44607	360.00
WESTERN UNITED ELECTRIC	6092206	08/03/2023	DEAD END GRIP #2 ACSR	503-3702-44607	494.00
WESTERN UNITED ELECTRIC	6092206	08/03/2023	GROUND ROD 5/8X8	503-3702-44607	312.15
WESTERN UNITED ELECTRIC	6092206	08/03/2023	INULATED DE POLYMER 15KV	503-3702-44607	619.20
WESTERN UNITED ELECTRIC	6092722	08/03/2023	50KVA 1PH CONV POLE 120/2...	503-3702-44607	4,060.00
WESTERN UNITED ELECTRIC	6092722	08/03/2023	37.5KVA 1PH CONV POLE 120...	503-3702-44607	7,950.00
WESTERN UNITED ELECTRIC	6092722	08/03/2023	15KVA 1PH CSP POLE 120/240	503-3702-44607	2,790.00
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	503-3702-41226	403.80
NEW MEXICO GAS COMPANY, ..	31JUL2023	08/04/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	28.51
LYNN'S LANDSCAPE	550	08/04/2023	REPLACE BROKEN FENCE AT ...	503-3702-47415	2,882.78
WESTERN UNITED ELECTRIC	6093321	08/04/2023	LED FIXTURE 70 WATT	503-3702-44607	15,697.50
WESTERN UNITED ELECTRIC	6093322	08/04/2023	50KVA 1PH CONV POLE 120/2...	503-3702-44607	2,030.00
WESTERN UNITED ELECTRIC	6093322	08/04/2023	37.5KVA 1PH CSP POLE 120/2...	503-3702-44607	2,642.00
WESTERN UNITED ELECTRIC	6093323	08/04/2023	CLAMP DE AL STRAIGHT 4-266	503-3702-44607	670.75
SIERRA ELECTRIC CO-OP, INC.	08022023, 08082023	08/10/2023	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	565.34
SIERRA ELECTRIC CO-OP, INC.	08022023, 08082023	08/10/2023	POWER SERVICES-OPEN PO FY...	503-3702-50795	346,792.86
REED'S TIRE CENTER	13193	08/10/2023	ROTATE & BALANCE, 07561-G	503-3702-47420	37.87
SUN VALLEY, INC.	170684-6	08/10/2023	21 PC BLACK OXIDE SET	503-3702-44607	65.98
SUN VALLEY, INC.	170684-6	08/10/2023	20' FIBERGLASS EXTENSION L...	503-3702-44607	349.99
SUN VALLEY, INC.	170684-6	08/10/2023	STIHL MOTOMIX	503-3702-44607	79.98
SUN VALLEY, INC.	170684-6	08/10/2023	1"X25' YELLOW TAPE RULER	503-3702-44607	20.98
SUN VALLEY, INC.	170684-6	08/10/2023	2" 90 DEGREE PVC ELBOW	503-3702-44607	4.59

EOM AP REPORT

Payment Dates: 8/1/2023 - 8/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY, INC.	170684-6	08/10/2023	2"x20" PVC PIPE	503-3702-44607	11.35
SUN VALLEY, INC.	170684-6	08/10/2023	NUTS & BOLTS	503-3702-44607	32.98
SUN VALLEY, INC.	170684-6	08/10/2023	FIRE ANT KILLER	503-3702-44607	33.98
SUN VALLEY, INC.	170684-6	08/10/2023	DISCOUNT	503-3702-44607	-28.34
VILLAGE OF WILLIAMSBURG	8082023	08/10/2023	FRANCHISE TAX FY 23/24 OPE...	503-3702-45796	4,667.05
TRIPLE H SOLAR, LLC	0343	08/16/2023	ENGINEERING SERVICES- OPEN...	503-3702-48598	1,600.00
TRI-STATE GENERATION & TR...	304193	08/16/2023	POWER SERVICE- OPEN PO FY...	503-3702-50795	35,666.35
XEROX CORP.	4627725	08/16/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43465	133.66
VERIZON WIRELESS	6641129515	08/16/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	51.29
WESTERN AREA POWER ADM...	JJPB1798A0723	08/16/2023	BASE DEMAND & BASE ENER...	503-3702-50795	56,360.48
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	503-3702-41226	403.80
TDS	08182023	08/24/2023	ELECTRIC DEPT OPEN PO FY 2...	503-3702-43780	600.00
QUILL CORPORATION	33984128	08/24/2023	OFFICE SUPPLIES- ELECTRIC	503-3702-44606	306.70
LANDIS+GYR TECHNOLOGY, L...	90378756	08/24/2023	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,400.00
VERIZON WIRELESS	9942076144	08/24/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	191.53
CITY UTILITIES	A-B AUGUST 2023	08/24/2023	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	179.55
CITY UTILITIES	AUGUST 2023	08/24/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	20.00
WESTERN FIX, LLC	000000000000037	08/30/2023	STEEL TOE BOOTS- JESUS NAV...	503-3702-44615	228.99
ELLISHIA D BIERNER DBA SIER...	1061	08/30/2023	BUMPER REPAIR	503-3702-47420	1,364.75
AMAZON CAPITAL SERVICES, L...	1N9C-DL4F-7CRY	08/30/2023	JEANS	503-3702-42620	179.94
SILVERSKY, INC.	487341-SI	08/30/2023	OPEN PO FY23/24 ELECTRIC D...	503-3702-43815	73.95
ALTEC INDUSTRIES, INC	51273757	08/30/2023	VEHICLE MAINTENANCE, 096...	503-3702-47420	1,060.48
TESTON'S FREEWAY CHEVRON	5329	08/30/2023	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	1,408.25
WESTERN UNITED ELECTRIC	6094949	08/30/2023	INSULATED PIN 15KV F-NECK	503-3702-44607	238.08
WESTERN UNITED ELECTRIC	6094949	08/30/2023	SHORTING CAP RIPLEY	503-3702-44607	128.10
WESTERN UNITED ELECTRIC	6094949	08/30/2023	STAPLES	503-3702-44607	1,798.00
WESTERN UNITED ELECTRIC	6094949	08/30/2023	PHOTOCELL	503-3702-44607	707.00
WESTERN UNITED ELECTRIC	6094949	08/30/2023	GROUND ROD 5/8X8	503-3702-44607	338.25
WESTERN UNITED ELECTRIC	6094950	08/30/2023	LED VERDEON FIXTURES	503-3702-44607	10,374.00
WESTERN UNITED ELECTRIC	6094951, 6093799	08/30/2023	INSULATED DE POLYMER 15 KV	503-3702-44607	618.84
WESTERN UNITED ELECTRIC	6094951, 6093799	08/30/2023	PIN CROSSARM1 "	503-3702-44607	476.00
WESTERN UNITED ELECTRIC	6094951, 6093799	08/30/2023	OVALEYE BOLT 5/8X10	503-3702-44607	352.50
WESTERN UNITED ELECTRIC	6094951, 6093799	08/30/2023	TERM 15KV #2-2/0	503-3702-44607	280.50
WESTERN UNITED ELECTRIC	6094951, 6093799	08/30/2023	POLE TOP PIN 1"	503-3702-44607	650.10
NEW MEXICO GAS COMPANY, ..	8252023	08/30/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	29.04
BANK OF AMERICA	07312023	08/31/2023	CPR/FIRST AID COURSE	503-3702-42720	216.00
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	503-3702-41226	403.80

Fund 503 - Electric Total: 524,590.57

Fund: 504 - Water

MIKE TORRES DBA CD TECHN...	1011	08/03/2023	IT SERVICE WATER DEPT OPEN...	504-3803-48598	425.00
RICHARD WEAVER, INC DBA ...	25450	08/03/2023	EXTRA CRANE WELL 6 REPAIR	504-3803-48598	5,711.10
QUILL CORPORATION	33336561, 33357294, 333554...	08/03/2023	OFFICE SUPPLIES	504-3803-44606	234.45
SILVERSKY, INC.	485404-SI	08/03/2023	OPEN PO FY23/24 WATER DE...	504-3803-43815	245.91
TESTON'S FREEWAY CHEVRON	5265	08/03/2023	OPEN PO FOR DIESEL/UNLEA...	504-3803-43316	2,546.05
SIERRA AUTO/CARQUEST	6016-316015	08/03/2023	BLOWER MOTOR	504-3803-47420	169.77
SIERRA AUTO/CARQUEST	6016-316015	08/03/2023	AIR DOOR ACTUATOR	504-3803-47420	26.37
SIERRA AUTO/CARQUEST	6016-316016	08/03/2023	AIR FILTER	504-3803-47420	29.99
SIERRA AUTO/CARQUEST	6016-316016	08/03/2023	CABIN AIR FILTER	504-3803-47420	13.68
SIERRA AUTO/CARQUEST	6016-316016	08/03/2023	ENGINE OIL FILTER	504-3803-47420	4.99
DPC INDUSTRIES, INC.	747001422-23	08/03/2023	CHLORINE USAGE FOR THE YE...	504-3803-44607	1,492.17
DPC INDUSTRIES, INC.	787000297-23	08/03/2023	CHLORINE	504-3803-44607	1,492.17
USA BLUEBOOK	81276	08/03/2023	ANSI CLASS 2 SURVEYOR YELL...	504-3803-44615	70.50
USA BLUEBOOK	81276	08/03/2023	ANSI CLASS 2 SURVEYOR YELL...	504-3803-44615	117.50
USA BLUEBOOK	81276	08/03/2023	DRUM/BARREL CONE HDPE T...	504-3803-44615	404.70
USA BLUEBOOK	81276	08/03/2023	MIDNIGHT POWDER-FREE NI...	504-3803-44615	610.85
USA BLUEBOOK	81276	08/03/2023	DYNALITE UNIVERSAL SCREW...	504-3803-44615	291.50
USA BLUEBOOK	81312	08/03/2023	HYDRANT DIFFUSER 2.5" 45 D...	504-3803-44607	215.05
USA BLUEBOOK	81312	08/03/2023	HYDRANT WRENCH ADJUSTAB...	504-3803-44607	72.50
USA BLUEBOOK	81312	08/03/2023	USABLUBOOK HOSE KIT 3" T...	504-3803-44607	544.95
BOOT BARN	86410, 86406	08/03/2023	SAFETY WORK BOOTS FOR JU...	504-3803-44615	200.00

EOM AP REPORT

Payment Dates: 8/1/2023 - 8/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOOT BARN	86410, 86406	08/03/2023	SAFETY WORK BOOTS FOR RY...	504-3803-44615	200.00
DPC INDUSTRIES, INC.	DE74000018-23, DE74000094...	08/03/2023	MONTHLY DEMURRAGE FEE F...	504-3803-43465	350.00
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	504-3803-41226	311.34
TAXATION AND REVENUE	07312023	08/10/2023	WATER CONSERVATION FEE FY...	504-3803-43797	1,190.08
NM EDGE	11683	08/10/2023	PROCUREMENT TRAINING - K...	504-3803-42720	540.00
SUN VALLEY, INC.	170292, 170384, 170386, 170...	08/10/2023	OPEN PO FIELD SUPPLIES	504-3803-44607	332.88
BAKER UTILITY SUPPLY CORP.	313558	08/10/2023	STL FULL CIRCLE 6" X 7.5" - 6...	504-3803-44607	639.30
BAKER UTILITY SUPPLY CORP.	313558	08/10/2023	STL FULL CIRCLE 6" X 15" - 6.5...	504-3803-44607	187.80
BAKER UTILITY SUPPLY CORP.	313558	08/10/2023	FORD OD TAPE 10'	504-3803-44607	55.00
BAKER UTILITY SUPPLY CORP.	313558	08/10/2023	BRASS STRAIGHT CPLG 1" ULT...	504-3803-44607	249.60
BAKER UTILITY SUPPLY CORP.	313558	08/10/2023	WRAP CLAMP 1.05 X 3" (3/4" ...	504-3803-44607	654.00
BAKER UTILITY SUPPLY CORP.	313558	08/10/2023	WRAP CLAMP 1.05 X 6" (3/4" ...	504-3803-44607	644.50
BAKER UTILITY SUPPLY CORP.	313558	08/10/2023	STL FULL CIRCLE 6" X 12.5" - 6...	504-3803-44607	684.20
BAKER UTILITY SUPPLY CORP.	313558	08/10/2023	HYMAX2 CPLG 4" - 4.25 -5.63 ...	504-3803-44607	2,875.00
BAKER UTILITY SUPPLY CORP.	313558	08/10/2023	ROMAC MACRO HP CPLG 6" - ...	504-3803-44607	5,040.50
NORTHERN TOOL & EQUIPME...	52454178	08/10/2023	FIELD SUPPLIES & TOOLS	504-3803-44607	125.68
SMITHCO CONSTRUCTION INC.	559-23-004, 559-23-003	08/10/2023	SYSTEM-WIDE REPAIRS FOR ...	504-3803-48598	22,092.50
BULLOCKS, INC.	78337	08/10/2023	OPEN PO FIELD SUPPLIES	504-3803-44607	49.66
NM WATER & WASTEWATER ...	78608	08/10/2023	NMWWA TRAINING 9/11-9/1...	504-3803-42720	350.00
NM ENVIRONMENT DEPT	78611	08/10/2023	UTILITY OPERATOR CERTIFICA...	504-3803-42720	30.00
VILLAGE OF WILLIAMSBURG	8082023	08/10/2023	FRANCHISE TAX FY 23/24 OPE...	504-3803-45796	1,365.17
DPC INDUSTRIES, INC.	DE74000471-23	08/10/2023	MONTHLY DEMURRAGE FEE F...	504-3803-43465	100.00
KING'S LOCKSMITH	0846	08/16/2023	KEYS	504-3803-44607	98.97
AMAZON CAPITAL SERVICES, I...	11D1-W9LK-P4HK	08/16/2023	FIELD SUPPLIES	504-3803-44607	80.01
AMAZON CAPITAL SERVICES, I...	113C-R96J-YR6T	08/16/2023	OFFICE SUPPLIES	504-3803-44606	172.17
AMAZON CAPITAL SERVICES, I...	11HV-X6MD-PGYM	08/16/2023	WATER FIELD SUPPLIES	504-3803-44607	105.36
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	504-3803-41226	315.24
TDS	08182023	08/24/2023	WATER DEPT OPEN PO FY 22/...	504-3803-43780	600.00
USA BLUEBOOK	104853	08/24/2023	USABBLUEBOOK INVERTED PAI...	504-3803-44607	73.95
USA BLUEBOOK	104853	08/24/2023	USABBLUEBOOK INVERTED PAI...	504-3803-44607	110.93
APEX TECHNOLOGIES LLC	31228	08/24/2023	TAX ON LABOR	504-3803-48598	151.47
APEX TECHNOLOGIES LLC	31228	08/24/2023	SURVEILLANCE SYSTEM CAME...	504-3803-48598	2,225.00
STAPLES CONTRACT & COMM...	8071153344	08/24/2023	OFFICE SUPPLIES	504-3803-44606	100.02
USA BLUEBOOK	89201, 88073, 89801	08/24/2023	18" ENVIRO CONE TRAFFIC C...	504-3803-44615	201.20
USA BLUEBOOK	89201, 88073, 89801	08/24/2023	RING BASE 22.5 LBS	504-3803-44615	67.20
USA BLUEBOOK	89201, 88073, 89801	08/24/2023	ANSI CLASS 2 SURVEYOR YELL...	504-3803-44615	47.00
USA BLUEBOOK	89584	08/24/2023	USABBLUEBOOK HOSE KIT 3" T...	504-3803-44607	272.48
GRAINGER, INC.	9797684405	08/24/2023	FIELD SUPPLIES	504-3803-44607	26.21
VERIZON WIRELESS	9942076144	08/24/2023	WATER DEPT OPEN PO FY23/...	504-3803-43775	69.47
CITY UTILITIES	A-8 AUGUST 2023	08/24/2023	WATER DEPT CYCLE A&B OPEN...	504-3803-43780	938.16
USA BLUEBOOK	112102, 113931	08/30/2023	UTILITY WORK AHEAD FOR 36...	504-3803-44615	257.32
USA BLUEBOOK	112102, 113931	08/30/2023	RING BASE 22.5 LBS	504-3803-44615	44.80
AMAZON CAPITAL SERVICES, I...	11RMG-7XNK-769R	08/30/2023	LIQUID I.V. HYDRATION MULT...	504-3803-44606	25.35
BAKER UTILITY SUPPLY CORP.	314022	08/30/2023	CORP STOP BALL VLV 1"-CC X ...	504-3803-10113	1,209.00
SILVERSKY, INC.	487341-SI	08/30/2023	OPEN PO FY23/24 WATER DE...	504-3803-43815	73.95
TESTON'S FREEWAY CHEVRON	5330, 5324	08/30/2023	OPEN PO FOR DIESEL/UNLEA...	504-3803-43316	2,973.49
PURE OPERATIONS, LLC	NI236004	08/30/2023	BENCH METER TEST	504-3803-47420	81.38
BANK OF AMERICA	400637	08/31/2023	SAFETY BOOTS FOR TIMOTHY...	504-3803-42620	93.49
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	504-3803-41226	313.50
Fund 504 - Water Total:					63,713.53
Fund: 505 - Solid Waste					
LONESTAR FREIGHTLINER GR...	X200190238.01	06/28/2023	FREIGHT	505-3904-47420	30.00
LONESTAR FREIGHTLINER GR...	X200190238.01	06/28/2023	BEARING KIT	505-3904-47420	204.16
LONESTAR FREIGHTLINER GR...	X200190238.01	06/28/2023	BEARING KIT	505-3904-47420	240.50
LONESTAR FREIGHTLINER GR...	X200190238.01	06/28/2023	NUT/FLANGE	505-3904-47420	4.92
LONESTAR FREIGHTLINER GR...	X200190238.01	06/28/2023	NUT/FLANGE	505-3904-47420	-4.92
LONESTAR FREIGHTLINER GR...	X200190238.01	06/28/2023	FREIGHT	505-3904-47420	-30.00
LONESTAR FREIGHTLINER GR...	X200190238.01	06/28/2023	BEARING KIT	505-3904-47420	-204.16
LONESTAR FREIGHTLINER GR...	X200190238.01	06/28/2023	BEARING KIT	505-3904-47420	-240.50
MIKE TORRES DBA CD TECHN...	1011	08/03/2023	IT SERVICE SANITATION DEPT ...	505-3904-48598	425.00

EOM AP REPORT

Payment Dates: 8/1/2023 - 8/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	DIAL PROFESSIONAL BASI GY...	505-3904-44606	95.00
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	JUNARTER 20PK FR MAGNETS...	505-3904-44606	8.95
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	SHIPPING/HANDLING/FREIGHT	505-3904-44606	3.48
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	STICKY NOTES W/LONES 3X3 ...	505-3904-44606	7.99
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	SCOTCH MAGIC TAPE,12ROLLS...	505-3904-44606	23.49
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	SCREEN MOM SCREEN CLEAN...	505-3904-44606	29.99
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	DUMPSTER BREATH HD COM...	505-3904-44607	111.78
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	ELECTRODE TIP 1.1MM 0.043"...	505-3904-44607	92.99
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	2-PK 32 INCH EXTRA LONG GR...	505-3904-44607	65.98
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	ZERINT HT-991 TIRE CRAYON ...	505-3904-44607	9.29
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	HROMEE 1/4" AIR COMPRESS...	505-3904-44607	18.89
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	ZMOON LED ROUND LIGHT B...	505-3904-44607	39.98
AMAZON CAPITAL SERVICES, I...	17WD-4CKC-KXY6 & 1MGX-LP...	08/03/2023	ZERINT HT-921W TIRE CRAYO...	505-3904-44607	7.69
AMAZON CAPITAL SERVICES, I...	1VMF-364F-9Q1T & 1KF6-RH...	08/03/2023	FEIMAX HIGH VIS SAFETY VEST...	505-3904-44615	53.58
AMAZON CAPITAL SERVICES, I...	1VMF-364F-9Q1T & 1KF6-RH...	08/03/2023	FEIMAX HIGH VIS SAFETY VEST...	505-3904-44615	35.37
AMAZON CAPITAL SERVICES, I...	1VMF-364F-9Q1T & 1KF6-RH...	08/03/2023	FEIMAX HIGH VIS SAFETY VEST...	505-3904-44615	35.37
AMAZON CAPITAL SERVICES, I...	1VMF-364F-9Q1T & 1KF6-RH...	08/03/2023	FEIMA X HIGH VIS SAFETY VES...	505-3904-44615	35.37
AMAZON CAPITAL SERVICES, I...	1VMF-364F-9Q1T & 1KF6-RH...	08/03/2023	OXG 12PK SAFETY GLASSES	505-3904-44615	31.79
AMAZON CAPITAL SERVICES, I...	1VMF-364F-9Q1T & 1KF6-RH...	08/03/2023	WRANGLER RIGGS WORKWE...	505-3904-44615	240.00
AMAZON CAPITAL SERVICES, I...	1VMF-364F-9Q1T & 1KF6-RH...	08/03/2023	MIUNRUAR 12PK SAFETY GLA...	505-3904-44615	28.99
AMAZON CAPITAL SERVICES, I...	1VMF-364F-9Q1T & 1KF6-RH...	08/03/2023	BOCOMAL FR SHIRTS SNAPS 6...	505-3904-44615	122.97
AMAZON CAPITAL SERVICES, I...	1VMF-364F-9Q1T & 1KF6-RH...	08/03/2023	500PK SQWINCHER ZERO QW...	505-3904-44615	219.00
AMAZON CAPITAL SERVICES, I...	1VMF-364F-9Q1T & 1KF6-RH...	08/03/2023	FEIMAX HIGH VIS SAFETY VEST...	505-3904-44615	57.58
AMAZON CAPITAL SERVICES, I...	1VMF-364F-9Q1T & 1KF6-RH...	08/03/2023	FEIMAX HIGH VIS SAFETY VEST...	505-3904-44615	25.79
AMAZON CAPITAL SERVICES, I...	1VMF-364F-9Q1T & 1KF6-RH...	08/03/2023	FEIMAX HIGH VIS SAFETY VEST...	505-3904-44615	27.79
SILVERSKY, INC.	485404-SI	08/03/2023	OPEN PO FY23/24 SOLID WAS...	505-3904-43815	245.91
SIERRA AUTO/CARQUEST	6016-315077	08/03/2023	OIL SEAL	505-3904-47420	92.82
SIERRA AUTO/CARQUEST	6016-315142	08/03/2023	22 XTRACLEAR	505-3904-47420	16.96
SIERRA AUTO/CARQUEST	6016-315154	08/03/2023	1/8 7018 AC WELD ROD	505-3904-44607	43.23
SIERRA AUTO/CARQUEST	6016-315154	08/03/2023	OXYGEN	505-3904-44607	39.04
SIERRA AUTO/CARQUEST	6016-315154	08/03/2023	ELECTRODE HOLER 200	505-3904-44607	27.87
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	505-3904-41226	580.73
NEW MEXICO GAS COMPANY, ...	31JUL2023	08/04/2023	RECYCLE CENTER OPEN PO FY...	505-3904-43780	28.79
CITY OF LAS CRUCES	95974	08/04/2023	SCSWA WASTE DISPOSAL	505-3904-45601	50,776.33
SUN VALLEY, INC.	170569/6	08/10/2023	DISCOUNT	505-3904-44607	-7.30
SUN VALLEY, INC.	170569/6	08/10/2023	UL 15000-25000 230VPUMP	505-3904-44607	145.98
SUN VALLEY, INC.	170621/6	08/10/2023	DISCOUNT	505-3904-44607	-6.30
SUN VALLEY, INC.	170621/6	08/10/2023	18 OZ WHT INV STRIP PAINT	505-3904-44607	35.97
SUN VALLEY, INC.	170621/6	08/10/2023	3/4"X100" CONTRACTR HOSE	505-3904-44607	89.99
AUTOZONE STORES, LLC	2529156630	08/10/2023	000811792 STPSYN OW201Q ...	505-3904-44607	51.48
AUTOZONE STORES, LLC	2529156630	08/10/2023	SP DEF SHOPT PRO (EXHAUST ...	505-3904-44607	311.76
AUTOZONE STORES, LLC	2529156630	08/10/2023	000693860 LUCCAS RDTACKY	505-3904-44607	378.72
P & T MACHINE LLC	572608	08/10/2023	Labor Tax	505-3904-47420	20.10
P & T MACHINE LLC	572608	08/10/2023	RESURFACE BRAKE ROTORS	505-3904-47420	240.00
VILLAGE OF WILLIAMSBURG	8082023	08/10/2023	FRANCHISE TAX FY 23/24 OPE...	505-3904-45796	1,589.76
WEX BANK	90859101-TR	08/10/2023	WEX- DIESEL & GASOLINE	505-3904-43316	5,503.33
UNIFIRST FIRST AID CORP	H675759	08/10/2023	1155 4 SHELF W/POCKETS FULL	505-3904-44615	325.00
UNIFIRST FIRST AID CORP	H675759	08/10/2023	2803T BLOOD BOURNE PATH...	505-3904-44615	45.00
BARTOO SAND & GRAVEL, INC.	M463609	08/10/2023	15 TONS OF SCREENED SAND	505-3904-44607	208.04
LONESTAR FREIGHTLINER GR...	X200211608.01	08/10/2023	200V/TDA KIT2252L2CG	505-3904-47420	226.07
LONESTAR FREIGHTLINER GR...	X200211608.01	08/10/2023	SHIPPING	505-3904-47420	52.00
LONESTAR FREIGHTLINER GR...	Z200215616-01	08/11/2023	MOTOR BLOWER	505-3904-47420	123.98
LONESTAR FREIGHTLINER GR...	Z200215616-01	08/11/2023	HARN-HVAC	505-3904-47420	66.70
XEROX CORP.	4627725	08/16/2023	SOLID WASTE OPEN PO FY23/...	505-3904-43465	222.76
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	505-3904-41226	580.73
TDS	08182023	08/24/2023	SANITATION	505-3904-43780	600.00
REED'S TIRE CENTER	13293	08/24/2023	315-80-225 IRON MAN 301 AP	505-3904-44607	980.00
VERIZON WIRELESS	9942076144	08/24/2023	SANITATION OPEN PO FY23/24	505-3904-43775	164.89
CITY UTILITIES	AUGUST 2023	08/24/2023	SANITATION DEPT OPEN PO F...	505-3904-45601	21,720.14
NM DEPT OF AGRICULTURE	LICENSE NO.593	08/24/2023	WEIGHMASTER LICENSE REN...	505-3904-43770	350.00

EOM AP REPORT

Payment Dates: 8/1/2023 - 8/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WAGNER EQUIPMENT CO.	P12C0471050	08/24/2023	BUMPER	505-3904-47420	121.51
WAGNER EQUIPMENT CO.	P12C0471050	08/24/2023	SPRING	505-3904-47420	148.98
WAGNER EQUIPMENT CO.	P12C0471050	08/24/2023	FRAME	505-3904-47420	262.36
WAGNER EQUIPMENT CO.	P12C0471050	08/24/2023	RADIATOR	505-3904-47420	1,475.46
WAGNER EQUIPMENT CO.	P12C0471050	08/24/2023	BUMPER	505-3904-47420	121.51
SIERRA COUNTY SENTINEL	1288	08/30/2023	RECYLING CAMPAIGN FOR NE...	505-3904-43740	108.38
NM RECYCLING COALITION	3987	08/30/2023	RECYCLING OPERATOR CERT. ...	505-3904-42720	747.00
SILVERSKY, INC.	487341-SI	08/30/2023	OPEN PO FY23/24 SOLID WAS...	505-3904-43815	73.95
NEW MEXICO GAS COMPANY, ..	8252023	08/30/2023	RECYCLE CENTER OPEN PO FY...	505-3904-43780	29.32
BORDER INTERNATIONAL TRU...	X400097420.01	08/30/2023	ASSY W SCREEN	505-3904-47420	153.40
BANK OF AMERICA	ID583222634701930	08/31/2023	GALANZ SMALL FRIDGE FOR ...	505-3904-44613	118.00
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	505-3904-41226	580.73
BANK OF AMERICA	WALMART TR ID#3032137541...	08/31/2023	GV-SL WATER	505-3904-44615	53.60
Fund 505 - Solid Waste Total:					91,718.78

Fund: 506 - WWTP

MIKE TORRES DBA CD TECHN...	1011	08/03/2023	IT SERVICE WASTE WATER OP...	506-4005-48598	425.00
4 RIVERS EQUIPMENT	1516511	08/03/2023	SEAL	506-4005-47420	40.62
4 RIVERS EQUIPMENT	1516511	08/03/2023	LATCH	506-4005-47420	175.00
4 RIVERS EQUIPMENT	1516511	08/03/2023	WINDOWPANE	506-4005-47420	276.97
4 RIVERS EQUIPMENT	1518576	08/03/2023	LOADMAXX TIRE	506-4005-47420	2,446.16
4 RIVERS EQUIPMENT	1518576	08/03/2023	O/S LABOR AND MATL PO	506-4005-47420	1,100.00
4 RIVERS EQUIPMENT	1518576	08/03/2023	LOAD MAXX TIRE	506-4005-47420	1,061.54
QUILL CORPORATION	33336561, 33357294, 333554...	08/03/2023	OFFICE SUPPLIES	506-4005-44606	468.89
STAPLES CONTRACT & COMM...	3543047841	08/03/2023	OFFICE SUPPLIES	506-4005-44606	196.47
SILVERSKY, INC.	485404-SI	08/03/2023	OPEN PO FY23/24 WASTE WA...	506-4005-43815	245.91
USA BLUEBOOK	81276	08/03/2023	HACH DR300 CHLORINE F/T ...	506-4005-44605	2,628.00
USA BLUEBOOK	81276	08/03/2023	POCKET PRO+ PH & TEMP TES...	506-4005-44605	282.00
USA BLUEBOOK	81276	08/03/2023	REPLACEMENT SAMPLE CELLS...	506-4005-44605	133.78
USA BLUEBOOK	81276	08/03/2023	NALGENE UNITARY WASH BO...	506-4005-44605	110.80
USA BLUEBOOK	81276	08/03/2023	ALUMINUM CLIPBOARD W/ S...	506-4005-44606	78.10
USA BLUEBOOK	81276	08/03/2023	DYNALITE UNIVERSAL SCREW...	506-4005-44615	291.50
USA BLUEBOOK	81276	08/03/2023	MIDKNIGHT POWDER-FREE NI...	506-4005-44615	610.80
USA BLUEBOOK	81276	08/03/2023	ANSI CLASS 2 SURVEYOR YELL...	506-4005-44615	430.36
USA BLUEBOOK	81276	08/03/2023	ANSI CLASS 2 SURVEYOR YELL...	506-4005-44615	94.00
USA BLUEBOOK	81312	08/03/2023	FLUORESCENT FWT RED 200 T...	506-4005-44607	73.75
USA BLUEBOOK	81312	08/03/2023	HYDRANT DIFFUSER 2.5" 45 D...	506-4005-44607	215.05
USA BLUEBOOK	81312	08/03/2023	HYDRANT WRENCH ADJUSTAB...	506-4005-44607	72.50
USA BLUEBOOK	81312	08/03/2023	USABUEBOOK HOSE KIT 3" T...	506-4005-44607	544.95
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	506-4005-41226	180.50
NEW MEXICO GAS COMPANY, ..	31JUL2023	08/04/2023	VACUUM STATION OPEN PO F...	506-4005-43780	30.95
VILLAGE OF WILLIAMSBURG	07/31/23	08/10/2023	SEWER RECEIPTS FY 23/24 OP...	506-4005-48798	1,741.37
SOUTHWEST FIRST AID AND S...	1140130018	08/10/2023	BLACK NITRILE GLOVES 6MM L	506-4005-44605	115.00
SOUTHWEST FIRST AID AND S...	1140130018	08/10/2023	CABINET INDUSTRIAL LG FULL	506-4005-44615	275.00
SOUTHWEST FIRST AID AND S...	1140130018	08/10/2023	KIT, STND. TRK. METAL, FULL	506-4005-47420	495.00
REED'S TIRE CENTER	13134	08/10/2023	245 75/17 10 PLY	506-4005-47420	990.00
SUN VALLEY, INC.	170292, 170384, 170386, 170...	08/10/2023	OPEN PO FIELD SUPPLIES	506-4005-44607	332.89
BACA SERVICE CO.	1793	08/10/2023	4" SEWER TO PROPERTY LINE	506-4005-48599	7,812.00
HALL ENVIRONMENTAL ANAL...	2307590, 2307893, 2307C83	08/10/2023	SM5210B BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANAL...	2307590, 2307893, 2307C83	08/10/2023	EPA METHOD 624 VOCS	506-4005-48598	100.00
HALL ENVIRONMENTAL ANAL...	2307590, 2307893, 2307C83	08/10/2023	TAX ON LABOR 7.875%	506-4005-48598	47.28
HALL ENVIRONMENTAL ANAL...	2307590, 2307893, 2307C83	08/10/2023	EPA METHOD 625 SVOCs	506-4005-48598	225.00
HALL ENVIRONMENTAL ANAL...	2307590, 2307893, 2307C83	08/10/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	175.00
NORTHERN TOOL & EQUIPME...	52454178	08/10/2023	FIELD SUPPLIES & TOOLS	506-4005-44607	125.68
B & H OIL CO.	55220	08/10/2023	OPEN PO FOR DIESEL OIL AND...	506-4005-43316	278.20
BULLOCKS, INC.	78337	08/10/2023	OPEN PO FIELD SUPPLIES	506-4005-44607	49.67
NM WATER & WASTEWATER ...	78608	08/10/2023	NMWWA TRAINING 9/11-9/1...	506-4005-42720	350.00
WEX BANK	90859101-WW	08/10/2023	WEX OPEN PO FY 22/23 FOR ...	506-4005-43316	93.14
KING'S LOCKSMITH	0846	08/16/2023	KEYS	506-4005-44607	98.98
AMAZON CAPITAL SERVICES, I...	11D1-W9LK-P4HK	08/16/2023	FIELD SUPPLIES	506-4005-44607	80.01
AMAZON CAPITAL SERVICES, I...	1J3C-R96J-YR6T	08/16/2023	OFFICE SUPPLIES	506-4005-44606	172.16

EOM AP REPORT

Payment Dates: 8/1/2023 - 8/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HALL ENVIRONMENTAL ANAL...	2303E54	08/16/2023	SAMPLE BOTTLE DISPOSAL CH...	506-4005-44605	13.18
HALL ENVIRONMENTAL ANAL...	2303E54	08/16/2023	COMPOST TESTING	506-4005-44605	170.00
HALL ENVIRONMENTAL ANAL...	2307935	08/16/2023	SM5210B BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANAL...	2307935	08/16/2023	EPA METHOD 625 SVOCs	506-4005-48598	225.00
HALL ENVIRONMENTAL ANAL...	2307935	08/16/2023	EPA METHOD 624 VOCs	506-4005-48598	100.00
HALL ENVIRONMENTAL ANAL...	2307935	08/16/2023	TAX ON LABOR 7.875%	506-4005-48598	36.60
HALL ENVIRONMENTAL ANAL...	2307935	08/16/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
XEROX CORP.	4627725	08/16/2023	WASTE WATER OPEN PO FY23...	506-4005-43465	171.82
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	506-4005-41226	149.86
TDS	08182023	08/24/2023	WASTE WATER OPEN PO FY 2...	506-4005-43780	600.00
USA BLUEBOOK	104205	08/24/2023	LAB TESTING/SAFETY EQUIPM...	506-4005-44605	1,259.41
USA BLUEBOOK	104853	08/24/2023	USABLUEBOOK INVERTED PAI...	506-4005-44607	110.92
USA BLUEBOOK	104853	08/24/2023	USABLUEBOOK INVERTED PAI...	506-4005-44607	129.22
REED'S TIRE CENTER	13246	08/24/2023	MOUNT & BALANCE TIRES FO...	506-4005-47420	64.78
POLYDYNE, INC.	1764218	08/24/2023	CLARIFLOC C-6266 450 LB DR...	506-4005-44607	1,935.00
HALL ENVIRONMENTAL ANAL...	2307D44	08/24/2023	TAX ON LABOR 7.875%	506-4005-48598	44.23
HALL ENVIRONMENTAL ANAL...	2307D44	08/24/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
HALL ENVIRONMENTAL ANAL...	2307D44	08/24/2023	EPA METHOD 625 SVOCs	506-4005-48598	225.00
HALL ENVIRONMENTAL ANAL...	2307D44	08/24/2023	SM5210B BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANAL...	2307D44	08/24/2023	EPA METHOD 624 VOCs	506-4005-48598	200.00
JAMES, COOKE & HOBSON, IN...	234300	08/24/2023	OPEN PO	506-4005-48598	990.55
APEX TECHNOLOGIES LLC	31228	08/24/2023	SURVEILLANCE SYSTEM CAME...	506-4005-48598	2,225.00
QUILL CORPORATION	33776873, 33776746, 337983...	08/24/2023	BUSINESS CARDS FOR KYLEEN	506-4005-44606	19.16
SMITHCO CONSTRUCTION INC.	6262023	08/24/2023	SEWER SERVICE 113 MAIN ST...	506-4005-48598	3,026.95
USA BLUEBOOK	89201, 88073, 89801	08/24/2023	LITTLE PLAYMATE ELITE COOL...	506-4005-44605	59.95
USA BLUEBOOK	89201, 88073, 89801	08/24/2023	REPLACEMENT CASE FOR HAC...	506-4005-44605	48.18
USA BLUEBOOK	89201, 88073, 89801	08/24/2023	UTILITY WORK AHEAD FOR 36...	506-4005-44615	257.30
USA BLUEBOOK	89201, 88073, 89801	08/24/2023	ANSI CLASS 2 SURVEYOR YELL...	506-4005-44615	23.50
USA BLUEBOOK	89584	08/24/2023	USABLUEBOOK HOSE KIT 3" T...	506-4005-44607	272.47
USA BLUEBOOK	89584	08/24/2023	FLUORESCENT FWT RED 200 T...	506-4005-44607	147.50
GRAINGER, INC.	9797684405	08/24/2023	FIELD SUPPLIES	506-4005-44607	26.22
VERIZON WIRELESS	9942076144	08/24/2023	WASTE WATER DEPT OPEN PO...	506-4005-43775	405.17
CITY UTILITIES	A-B AUGUST 2023	08/24/2023	WASTE WATER DEPT CYCLE A...	506-4005-43780	1,344.46
VILLAGE OF WILLIAMSBURG	07/31/23-7	08/30/2023	SEWER RECEIPTS FY 23/24 OP...	506-4005-48798	2,932.50
USA BLUEBOOK	110698	08/30/2023	LAB TESTING/SAFETY EQUIPM...	506-4005-44605	575.52
Q A BALANCE SERVICES INC	14805	08/30/2023	CALIBRATION SERVICES FOR L...	506-4005-47420	956.00
AMAZON CAPITAL SERVICES, I...	1LM3-DFYD-71QC, 1HWJ-M67...	08/30/2023	TRUMBULL COMBINATION C...	506-4005-44607	107.87
AMAZON CAPITAL SERVICES, I...	1LM3-DFYD-71QC, 1HWJ-M67...	08/30/2023	WORKPRO 16-INCH WIDE MO...	506-4005-44607	24.89
AMAZON CAPITAL SERVICES, I...	1LM3-DFYD-71QC, 1HWJ-M67...	08/30/2023	CAPRI TOOLS KONTOUR NUT	506-4005-44607	39.80
AMAZON CAPITAL SERVICES, I...	1LM3-DFYD-71QC, 1HWJ-M67...	08/30/2023	35" FORGED HEAVY DUTY PICK	506-4005-44607	42.99
AMAZON CAPITAL SERVICES, I...	1LM3-DFYD-71QC, 1HWJ-M67...	08/30/2023	REED TOOL MH36 MANHOLE	506-4005-44607	100.38
HALL ENVIRONMENTAL ANAL...	2308234, 2308614	08/30/2023	EPA 200.8 METALS/200.7 ME...	506-4005-48598	210.00
HALL ENVIRONMENTAL ANAL...	2308234, 2308614	08/30/2023	TAX ON LABOR 7.875%	506-4005-48598	114.38
HALL ENVIRONMENTAL ANAL...	2308234, 2308614	08/30/2023	EPA METHOD 624 VOCs	506-4005-48598	600.00
HALL ENVIRONMENTAL ANAL...	2308234, 2308614	08/30/2023	EPA METHOD 625 SVOCs	506-4005-48598	450.00
HALL ENVIRONMENTAL ANAL...	2308234, 2308614	08/30/2023	SM5210B BOD	506-4005-48598	240.00
SILVERSKY, INC.	487341-SI	08/30/2023	OPEN PO FY23/24 WASTE WA...	506-4005-43815	73.95
NORTHERN TOOL & EQUIPME...	52532341	08/30/2023	ROUGHNECK 10-LB SLEDGE H...	506-4005-44607	52.24
NORTHERN TOOL & EQUIPME...	52532341	08/30/2023	KLUTCH MECHANIC-GRIP SCR...	506-4005-44607	29.09
TESTON'S FREEWAY CHEVRON	5330, 5324	08/30/2023	OPEN PO FOR DIESEL/UNLEA...	506-4005-43316	997.08
DPC INDUSTRIES, INC.	747001805-23	08/30/2023	6% FUEL SURCHARGE	506-4005-44605	80.40
DPC INDUSTRIES, INC.	747001805-23	08/30/2023	CAL-HYPO GRANULAR 100# PA...	506-4005-44605	1,340.00
NEW MEXICO GAS COMPANY, ..	8252023	08/30/2023	VACUUM STATION OPEN PO F...	506-4005-43780	31.47
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	506-4005-41226	166.28
Fund 506 - WWTP Total:					49,646.25
Fund: 508 - Golf Course					
GOTTA GO GOTTA THROW	ML0725	08/03/2023	60 FLAT LIGHTS FOR DISCS DI...	508-4303-44607	90.00
GOTTA GO GOTTA THROW	ML0725	08/03/2023	FRIEIGHT	508-4303-44607	10.94
GOTTA GO GOTTA THROW	ML0725	08/03/2023	DISC LIGHTS FOR SALE , BASKE...	508-4303-44607	50.00
NM RETIREE HEALTH CARE	PPE 2023-07-28	08/03/2023	PPE 2023-07-28	508-4303-41226	64.34

EOM AP REPORT

Payment Dates: 8/1/2023 - 8/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY, INC.	170302/6, 170444/6, 170463/...	08/10/2023	OPEN PO FOR JULY 23 SUN VA...	508-4303-44607	601.58
AMBROSIA LLC	203276	08/10/2023	SHIPPING	508-4303-44607	295.00
AMBROSIA LLC	203276	08/10/2023	55LBS BUCKETS OF CALCIUM ...	508-4303-44607	6,216.00
SIERRA SUPPLY	32559	08/10/2023	4" COMPRESSION COUPLING ...	508-4303-44607	38.52
XEROX CORP.	4627725	08/16/2023	GOLF COURSE OPEN PO FY23/...	508-4303-43465	152.22
NM RETIREE HEALTH CARE	PPE 2023-08-11	08/16/2023	PPE 2023-08-11	508-4303-41226	64.34
TDS	08182023	08/24/2023	GOLF COURSE OPEN PO FY 22...	508-4303-43780	600.00
MPG SERVICES, LLC	6172	08/24/2023	PUMPHOUSE AIR CONDITION...	508-4303-44607	139.94
YAMAHA MOTOR FINANCE C...	816250	08/24/2023	OPEN PO ANNUAL FY 23- 24 Y...	508-4303-43465	903.51
VERIZON WIRELESS	9942076144	08/24/2023	GOLF COURSE OPEN PO FY23/...	508-4303-43775	80.08
CITY UTILITIES	A-B AUGUST 2023	08/24/2023	GOLF COURSE CYCLE A&B OP...	508-4303-43780	3,152.74
NM RETIREE HEALTH CARE	PPE 2023-08-25	08/31/2023	PPE 2023-08-25	508-4303-41226	64.34
Fund 508 - Golf Course Total:					12,523.55

Fund: 509 - Muni Airport

TESTON'S FREEWAY CHEVRON	5263	08/03/2023	OPEN FUEL PO FOR JUNE 2023...	509-4403-43316	270.66
SIERRA AUTO/CARQUEST	6016-315140	08/03/2023	ENGINE WATER PUMP	509-4403-47420	160.29
SIERRA AUTO/CARQUEST	6016-315141	08/03/2023	PS HOSE	509-4403-47420	33.59
SIERRA AUTO/CARQUEST	6016-315141	08/03/2023	PRESSURE HOSE	509-4403-47420	80.97
SIERRA AUTO/CARQUEST	6016-315141	08/03/2023	RETURN HOSE	509-4403-47420	93.39
SIERRA AUTO/CARQUEST	6016-315273	08/03/2023	ALTERNATOR	509-4403-47420	207.15
TOTAL EQUIPMENT & RENTAL...	W11496	08/03/2023	MISCELLANEOUS	509-4403-47420	291.46
TOTAL EQUIPMENT & RENTAL...	W11496	08/03/2023	PARTS	509-4403-47420	1,588.88
TOTAL EQUIPMENT & RENTAL...	W11496	08/03/2023	LABOR	509-4403-47420	2,428.75
TOTAL EQUIPMENT & RENTAL...	W11905	08/03/2023	MISCELLANEOUS	509-4403-47420	34.80
TOTAL EQUIPMENT & RENTAL...	W11905	08/03/2023	PARTS	509-4403-47420	4,595.08
TOTAL EQUIPMENT & RENTAL...	W11905	08/03/2023	LABOR	509-4403-47420	290.00
CHAD ROSACKER DBA TECH 45...	1002	08/04/2023	MONTHLY MANAGMENT FEES...	509-4403-48598	17,719.24
NMED PETROLEUM STORAGE ...	316782	08/10/2023	ANNUAL STORAGE TANK FEE ...	509-4403-43770	200.00
XEROX CORP.	4627725	08/16/2023	AIRPORT OPEN PO FY23/24	509-4403-43465	53.46
VERIZON WIRELESS	9942076144	08/24/2023	AIRPORT OPEN PO FY23/24	509-4403-43775	123.80
Fund 509 - Muni Airport Total:					28,171.52

Fund: 600 - Internal Serv

EASY KLEEN PRESSURE SYSTE...	135290	06/08/2023	COMMERCIAL SERIES HOT W...	600-7003-80845	5,620.00
SIERRA AUTO/CARQUEST	6016-315138	08/03/2023	R134A REFRIGERANT	600-7003-44607	899.16
SIERRA AUTO/CARQUEST	6016-315139	08/03/2023	AIR FILTER	600-7003-44607	47.67
SIERRA AUTO/CARQUEST	6016-315274	08/03/2023	EXT SERV STRAIGHT GA	600-7003-44607	29.52
SIERRA AUTO/CARQUEST	6016-315274	08/03/2023	HOSE CLAMP 10 BX	600-7003-44607	8.40
O'REILLY AUTO PARTS, INC.	2162-122565	08/10/2023	AIR FILTER	600-7003-44607	51.45
WEX BANK	90859101-FLEET	08/10/2023	GAS & OIL FY 2023-2024	600-7003-43316	406.26
XEROX CORP.	4627725	08/16/2023	FLEET DEPT OPEN PO FY23/24	600-7003-43465	133.66
EASY KLEEN PRESSURE SYSTE...	135290-2	08/29/2023	COMMERCIAL SERIES HOT W...	600-7003-80845	5,620.00
EASY KLEEN PRESSURE SYSTE...	135290-3	08/29/2023	COMMERCIAL SERIES HOT W...	600-7003-80845	5,620.00
Fund 600 - Internal Serv Total:					7,196.12

Grand Total: 1,687,230.76

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	340,470.60
201 - Corrections	2,878.00
209 - Fire	2,209.99
211 - Law Enforce Prot	15,892.32
214 - Lodgers Tax	13,227.54
216 - Muni Street	12,621.10
260 - Fiscal Recovery Funds	54,820.15
294 - State Library	2,972.95
295 - Muni Pool	7,003.98
296 - PD GRT	15,275.00
303 - Vet Wall	191.28
304 - Senior Grants	92,118.75
315 - CI Reserve	10,660.79
321 - WATER SYSTEM IMPROVEMENTS	35,871.05
360 - NMFA PROJECTS	197,326.87
370 - WATER TRUST BOARD PROJECTS	7,448.57
380 - OTHER STATE FUNDED PROJECTS	45,104.21
403 - Pledge State	48,116.46
501 - Cemetary	1,077.34
502 - Util Office - Pool	4,383.49
503 - Electric	524,590.57
504 - Water	63,713.53
505 - Solid Waste	91,718.78
506 - WWTP	49,646.25
508 - Golf Course	12,523.55
509 - Muni Airport	28,171.52
600 - Internal Serv	7,196.12
Grand Total:	1,687,230.76

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	5,775.62
101-1000-43770	SUBSCRIPTION & DUES	8,700.00
101-1001-41226	RETIREE INSURANCE	361.02
101-1001-43465	RENT OF EQUIPMENT	297.01
101-1001-43740	PRINTING/PUBLISHING	679.28
101-1001-43770	SUBSCRIPTION & DUES	80.00
101-1001-43775	TELEPHONE	276.43
101-1001-44606	OFFICE SUPPLIES	603.08
101-1002-41226	RETIREE INSURANCE	131.61
101-1002-43775	TELEPHONE	194.04
101-1003-41226	RETIREE INSURANCE	467.16
101-1003-43465	RENT OF EQUIPMENT	282.16
101-1003-43770	SUBSCRIPTION & DUES	4,459.97
101-1003-43775	TELEPHONE	320.90
101-1003-44606	OFFICE SUPPLIES	362.36
101-1004-41226	RETIREE INSURANCE	915.33
101-1004-43465	RENT OF EQUIPMENT	2,374.66
101-1004-43740	PRINTING/PUBLISHING	792.49
101-1004-43775	TELEPHONE	248.29
101-1004-44606	OFFICE SUPPLIES	482.51
101-1004-48599	OTHER CONTRACTUAL S...	499.30
101-1006-41226	RETIREE INSURANCE	369.36
101-1006-42720	EMPLOYEE TRAINING-C...	490.05
101-1006-43775	TELEPHONE	109.99
101-1006-44607	FIELD SUPPLIES	2,889.06
101-1006-48598	PROFESSIONAL SERVICES	1,909.42

Account Summary

Account Number	Account Name	Payment Amount
101-1007-41226	RETIREE INSURANCE	3,473.05
101-1007-43316	GAS & OIL	7,163.26
101-1007-43465	RENT OF EQUIPMENT	311.86
101-1007-43770	SUBSCRIPTION & DUES	870.00
101-1007-43775	TELEPHONE	1,227.65
101-1007-43815	SOFTWARE	114.00
101-1007-44606	OFFICE SUPPLIES	1,214.90
101-1007-45555	Miscellaneous Exp	1,543.37
101-1007-47420	MAINTENANCE VEHICLE...	2,898.84
101-1007-48598	PROFESSIONAL SERVICES	23.00
101-1008-41226	RETIREE INSURANCE	344.01
101-1008-42720	EMPLOYEE TRAINING-C...	108.11
101-1008-43316	GAS & OIL	670.21
101-1008-43775	TELEPHONE	248.42
101-1009-41226	RETIREE INSURANCE	193.90
101-1009-43316	GAS & OIL	1,459.59
101-1009-43465	RENT OF EQUIPMENT	1,200.47
101-1009-43770	SUBSCRIPTION & DUES	450.00
101-1009-43775	TELEPHONE	144.75
101-1009-44607	FIELD SUPPLIES-MUNI R...	1,814.08
101-1009-47415	MAINTENANCE--REPAIRS..	3,064.56
101-1009-47420	MAINTENANCE VEHICLE...	313.26
101-1009-80845	CAPITAL IMPROVEMENT...	67,372.50
101-1010-41226	RETIREE INSURANCE	296.07
101-1010-43770	SUBSCRIPTION & DUES	6,556.69
101-1010-43775	TELEPHONE	93.11
101-1010-44606	OFFICE SUPPLIES	32.74
101-1010-48598	PROFESSIONAL SERVICES	46,809.77
101-1011-41226	RETIREE INSURANCE	889.41
101-1011-43775	TELEPHONE	110.50
101-1012-41226	RETIREE INSURANCE	367.41
101-1012-43775	TELEPHONE	85.32
101-1012-44606	OFFICE SUPPLIES	112.60
101-1012-44607	FIELD SUPPLIES-FLEET M...	91.09
101-1012-80845	CAPITAL IMPROVEMENT...	15,284.85
101-1013-41226	RETIREE INSURANCE	231.90
101-1013-43316	GAS & OIL	427.32
101-1013-44606	OFFICE SUPPLIES	5.21
101-1014-41226	RETIREE INSURANCE	631.29
101-1014-43316	GAS & OIL	966.36
101-1014-43403	REGULAR BUILDING MA...	4,949.92
101-1014-43465	RENT OF EQUIPMENT	37.12
101-1014-43775	TELEPHONE	129.07
101-1014-44607	FIELD SUPPLIES-FACILITY...	981.44
101-1014-47420	MAINTENANCE-VEHICLE...	16.96
101-1016-41226	RETIREE INSURANCE	625.65
101-1017-48599	OTHER CONTRACTUAL S...	103,687.36
101-1018-43780	UTILITIES	11,402.26
101-1018-43815	SOFTWARE LIC/SOFTWA...	1,207.28
101-1018-48598	PROFESSIONAL SERVICES	13,525.00
101-1040-43465	RENT OF EQUIPMENT	297.01
101-1099-34348	RENT OF PUBLIC FACILIT...	325.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	18.00
201-1903-48710	CARE OF PRISONERS-CO...	2,860.00
209-1603-43316	GAS & OIL	363.77
209-1603-43465	RENT OF EQUIPMENT	334.14
209-1603-43775	TELEPHONE	366.37
209-1603-43780	UTILITIES	674.28

Account Summary

Account Number	Account Name	Payment Amount
209-1603-47415	MAINTENANCE--REPAIRS..	471.43
211-2003-42535	EMPLOYEE TRAINING	7,928.38
211-2003-44607	FIELD SUPPLIES	316.51
211-2003-44613	NON-CAPITAL ITEMS	1,359.02
211-2003-44615	SAFETY EQUIPMENT	279.99
211-2003-47420	MAINTENANCE-VÉHICLE...	6,008.42
214-2503-47406	PROMOTIONAL/ADVERT...	10,256.63
214-2503-47597	9% ADVERTISING/MARK...	826.68
214-2540-60725	GRANTS TO SUB-RECIPI...	1,133.73
214-2560-60725	GRANTS TO SUB-RECIPI...	1,010.50
216-4503-43316	GAS & OIL	1,652.57
216-4503-44607	FIELD SUPPLIES-STREETS	315.42
216-4503-47420	MAINT.VEHICLE/FURN/...	4,545.11
216-4503-80845	CAPITAL IMPROVEMENT...	6,108.00
260-2002-80860	INFRASTRUCTURE	54,820.15
294-5003-43465	RENT OF EQUIPMENT	76.61
294-5003-43775	TELEPHONE	166.35
294-5003-60834	STATE LIBRARY GRANT-S...	2,729.99
295-4803-41226	RETIREE INSURANCE	120.31
295-4803-43465	RENT OF EQUIPMENT	31.19
295-4803-43775	TELEPHONE	28.44
295-4803-43780	UTILITIES-MUNI POOL	629.04
295-4803-44607	FIELD SUPPLIES-MUNI P...	6,195.00
296-2403-44613	NON-CAPITAL ITEMS	15,275.00
303-4703-43775	TELEPHONE	191.28
304-4903-47415	MAINTENANCE-REPAIRS...	92,118.75
315-8001-44613	NON CAPITAL EQUIPME...	365.16
315-8005-43403	REGULAR BUILDING MA...	10,295.63
321-7017-80860	INFRASTRUCTURE	35,871.05
360-7009-80847	ROADWAYS/BRIDGES	197,326.87
370-7008-48598	PROFESSIONAL SERVICES	7,448.57
380-7002-48598	PROFESSIONAL SERVICES	45,104.21
403-1203-12918	CWPA PPRF-2613 TORC ...	1,381.16
403-1203-12919	CWPA PPRF-2737 TORC ...	15,197.42
403-1203-12952	PPRF-5652 ELECTRIC TR...	17,224.30
403-1203-12967	PPRF-4967 OPERATING	14,301.18
403-1203-90925	COMMITMENTS & OTHE...	12.40
501-1803-43780	UTILITIES	1,077.34
502-3601-41226	RETIREE INSURANCE	777.45
502-3601-43316	GAS & OIL	849.73
502-3601-43465	RENT OF EQUIPMENT	460.37
502-3601-43740	PRINTING/PUBLISHING	1,705.55
502-3601-43775	TELEPHONE	271.94
502-3601-44606	OFFICE SUPPLIES	318.45
503-3702-41226	RETIREE INSURANCE	1,211.40
503-3702-42620	UNIFORM/LINEN-ELECTR..	179.94
503-3702-42720	EMPLOYEE TRAINING-EL...	216.00
503-3702-43316	GAS & OIL	2,877.78
503-3702-43465	RENT OF EQUIPMENT	133.66
503-3702-43770	SUBSCRIPTION & DUES	1,400.00
503-3702-43775	TELEPHONE	242.82
503-3702-43780	UTILITIES	1,422.44
503-3702-43815	SOFTWARE LIC/SOFTWA...	319.86
503-3702-44606	OFFICE SUPPLIES	306.70
503-3702-44607	FIELD SUPPLIES	64,063.16
503-3702-44615	SAFETY EQUIPMENT	693.99
503-3702-45796	FRANCHISE TAX-ELECTRI...	4,667.05
503-3702-47415	MAINTENANCE--REPAIRS..	2,882.78

Account Summary

Account Number	Account Name	Payment Amount
503-3702-47420	MAINTENANCE-VEHICLE...	3,128.30
503-3702-48598	PROFESSIONAL SERVICES	2,025.00
503-3702-50795	WHOLESALE POWER CO...	438,819.69
504-3803-10113	WATER	1,209.00
504-3803-41226	RETIREE INSURANCE	940.08
504-3803-42620	UNIFORM/LINEN-WATER..	93.49
504-3803-42720	EMPLOYEE TRAINING-W...	920.00
504-3803-43316	GAS & OIL	5,519.54
504-3803-43465	RENT OF EQUIPMENT	450.00
504-3803-43775	TELEPHONE	69.47
504-3803-43780	UTILITIES	1,538.16
504-3803-43797	WATER CONSERVATION...	1,190.08
504-3803-43815	SOFTWARE LIC/SOFTWA...	319.86
504-3803-44606	OFFICE SUPPLIES	531.99
504-3803-44607	FIELD SUPPLIES-WATER ...	16,122.87
504-3803-44615	SAFETY EQUIPMENT	2,512.57
504-3803-45796	FRANCHISE TAX-WATER ...	1,365.17
504-3803-47420	MAINTENANCE-VEHICLE...	326.18
504-3803-48598	PROFESSIONAL SERVICES	30,605.07
505-3904-41226	RETIREE INSURANCE	1,742.19
505-3904-42720	EMPLOYEE TRAINING-SO...	747.00
505-3904-43316	GAS & OIL	5,503.33
505-3904-43465	RENT OF EQUIPMENT	222.76
505-3904-43740	PRINTING/PUBLISHING	108.38
505-3904-43770	SUBSCRIPTION & DUES	350.00
505-3904-43775	TELEPHONE	164.89
505-3904-43780	UTILITIES	658.11
505-3904-43815	SOFTWARE LIC/SOFTWA...	319.86
505-3904-44606	OFFICE SUPPLIES	168.90
505-3904-44607	FIELD SUPPLIES-SOLID ...	2,645.08
505-3904-44613	NON-CAPITAL ITEMS	118.00
505-3904-44615	SAFETY EQUIPMENT	1,337.20
505-3904-45601	WASTE DISPOSAL	72,496.47
505-3904-45796	FRANCHISE TAX	1,589.76
505-3904-47420	MAINTENANCE-VEHICLE...	3,121.85
505-3904-48598	PROFESSIONAL SERVICES	425.00
506-4005-41226	RETIREE INSURANCE	496.64
506-4005-42720	EMPLOYEE TRAINING-W...	350.00
506-4005-43316	GAS & OIL	1,368.42
506-4005-43465	RENT OF EQUIPMENT	171.82
506-4005-43775	TELEPHONE	405.17
506-4005-43780	UTILITIES	2,006.88
506-4005-43815	SOFTWARE LIC/SOFTWA...	319.86
506-4005-44605	CHEMICALS/LABORATO...	6,816.22
506-4005-44606	OFFICE SUPPLIES	934.78
506-4005-44607	FIELD SUPPLIES-WASTE...	4,612.07
506-4005-44615	SAFETY EQUIPMENT	1,982.46
506-4005-47420	MAINTENANCE-VEHICLE...	7,606.07
506-4005-48598	PROFESSIONAL SERVICES	10,089.99
506-4005-48599	OTHER CONTRACTUAL S...	7,812.00
506-4005-48798	VILLAGE OF WILLIAMSB...	4,673.87
508-4303-41226	RETIREE INSURANCE	193.02
508-4303-43465	RENT OF EQUIPMENT	1,055.73
508-4303-43775	TELEPHONE	80.08
508-4303-43780	UTILITIES	3,752.74
508-4303-44607	FIELD SUPPLIES	7,441.98
509-4403-43316	GAS & OIL	270.66
509-4403-43465	RENT OF EQUIPMENT	53.46

Account Summary

Account Number	Account Name	Payment Amount
509-4403-43770	SUBSCRIPTION & DUES	200.00
509-4403-43775	TELEPHONE	123.80
509-4403-47420	MAINTENANCE VEH/EQU..	9,804.36
509-4403-48598	PROFESSIONAL SERVICES	17,719.24
600-7003-43316	GAS & OIL	406.26
600-7003-43465	RENT OF EQUIPMENT	133.66
600-7003-44607	FIELD SUPPLIES	1,036.20
600-7003-80845	CAPITAL IMPROVEMENT...	<u>5,620.00</u>
	Grand Total:	1,687,230.76

Project Account Summary

Project Account Key	Payment Amount
None	<u>1,687,230.76</u>
Grand Total:	1,687,230.76



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 13, 2023

Agenda Item #: G.1

SUBJECT: Public Hearing/Discussion/Action - Approval to submit the USDA Grant Application for Water System Performance Improvements 2 (WSPI2) and authorization and approval for the City Manager and/or Mayor to execute, sign, and submit the required and requested documents related to the USDA/RUS application

DEPARTMENT: Community Development

DATE SUBMITTED: September 1, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

This project addresses the extensive leaks and pipe breaks in particular waterlines located in the "East" and "Williamsburg" areas will continue to help with pressure issues and improving fire flow requirements within the City's water system. This project will replace 6.3 percent of pipe over 30 years old, this replacement also upgrades around 4.7 percent of the Asbestos Cement (AC), Cast iron (CI), and Ductile Iron (DI) material in the existing system. The project includes open trench replacement of approximately 5,257-LF of 6-inch waterline with an 8-inch line east of the Main Street District area on East Riverside Dr. as well as replacement of approximately 8,726-LF of 6-inch with a 10-inch waterline towards Williamsburg creating a loop starting from S. Broadway and Iron Street going south, turning east on Veater street and North on Platinum St to end back on S Broadway St. This project significantly increases available pressure in the City and provide for better fire flow capacity, and will significantly reduce the waterline breakages in these areas of the city.

Recommendation:

Approve application submission.

Attachments:

- Public Hearing Notice
- WSPI-2 Amendment
- WSPI-2 Preliminary Engineering Report available to download under the Water Department webpage on the City website at <https://torcnm.org>

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 9-13-2023

*Amanda Forrister
Mayor*

*Rolf Hechler
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Shelly Harrelson
Commissioner*

*Angie Gonzales
City Manager*

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences will file an application with the USDA Rural Development Water and Environmental Grant Application for financial assistance for the Water System Performance Improvements 2, WSPi2 project. A public meeting for comments will be held on Wednesday, September 13, 2023, in the Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, to discuss the proposed project and to provide the opportunity for public comment.

Public Hearing/Discussion/Action: Approval to submit the USDA Grant Application for Water System Performance Improvements 2, WSPi2 project and authorization and approval for the City Manager and/or Mayor to execute, sign, and submit the required and requested documents related to the USDA/RUS applications for federal assistance.

The agenda may be obtained on Friday, September 8, 2023 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Friday, August 18, 2023

August 16, 2023

Elizabeth Ybarra
Community Programs Loan Specialist
U.S Department of Agriculture – Rural Development
One Sun Plaza
100 Sun Avenue NE, Suite 130
Albuquerque, NM 87109

Re: T or C Water System Performance Improvements-2 (WSPI-2) Amendment

Dear Ms. Ybarra,

This letter will constitute as an amendment to the Preliminary Engineer Report, entitled “Water System Performance Improvements 2” for the City of Truth or Consequences (City), New Mexico, dated November 2021.

BACKGROUND

The changes on this amendment were recommended by the engineer and approved by the city to be ultimately the most beneficial improvements to the existing water system. The original PER scope included the replacement of existing waterline and a new water source. This Amendment 1 removes the new water source, which revises the scope to only replacement of existing waterline. These design changes affect both what is to be constructed and the project cost. The amendment is also necessary to increase construction cost to address the inflation rate since the PER was issued and the post Covid material costs. This amendment does not change the intent of the original PER recommended alternative of managing the high-pressure surges that caused the aging infrastructure to fail resulting in a vast number of waterlines breaks every year. These changes help solve the system pressure and fire flow issues in more areas of the City and will reduce the high-pressure issues and pressure spikes that cause the aging infrastructure to fail, which leads to water lines breaks, water outages, and the loss of potable water. All changes were validated by the hydraulic model and were confirmed to improve upon the original most beneficial to the City.

CHANGE IN SCOPE

The following sections have been removed from the scope:

- Downtown Pipeline Replacement: Approximately 618 feet of 8” line will be installed on S Pershing St replacing existing 4” waterline, has been removed from the design as well as 4 service connection replacements. This area was determined to be sufficient by the hydraulic model, therefore was removed from the scope. **See (A) on Figure 14.A.**
- East Side Pipeline Replacement: Approximately 649 feet of 8” line will be installed on East Riverside Dr from the intersection from Cherry Ln to the crossing at Arrowhead Rd replacing existing 6” waterline, this modification also removes 5 service connection replacements, this line was determined to be adequate to manage the system pressure and has been removed from the scope. **See (B) on Figure 14.A.**
- North side Proposed well: removal of the installation of the water well located on Cemetery Road with all appurtenances, this modification removes the land acquisition for the new well, the hydrogeology well study and all electrical accessories. **See (C) on Figure 14.A.**

The following sections have been added to the scope:

- Lines east of the downtown area: Approximately 675 feet of 8" line will be installed on East Riverside Dr from Ash St to Cedar St. replacing existing 6" waterline. And installing an additional of 6 water meter connections. This section is included to improve pressures on the eastern side of the system and provide further redundancy and tie in current projects being developed on the downtown area. This work was previously specified in the PER for WSPI-1 See **(D) on Figure 14.A**, which was removed from that scope.

An updated exhibit (Figure 14. A), as well as the original PER design (Figure 14), shows the changes described above are attached.

NEW PROJECT SCOPE

The project includes open trench replacement of approximately 5,257-LF of 6-inch waterline with an 8-inch line east of the Main Street District area on East Riverside Dr. as well as replacement of approximately 8,726-LF of 6-inch with a 10-inch waterline towards Williamsburg creating a loop starting from S. Broadway and Iron Street going south, turning east on Veater street and North on Platinum St to end back on S Broadway St. All the waterline replacements will be 3 to 5 feet and running parallel to the existing water lines with 3' wide by 4' deep trench. No additional land requirements are required for the replacement of the water lines, and all new water lines are within the existing right-of-way. The project also includes the installation of new meter cans, water service lines, and connections to the existing system. Site work will include roadway asphalt removal and replacement as needed.

NEED FOR PROJECT

Health, Sanitation, Security Issues: In addition to the original health, sanitation, and security issues since the original PER was published in November 2020, the number of waterline breaks, and the potable water loses have increased significantly. The news article: "In drought-plagued New Mexico, a City loses nearly half its water - to leaky pipes" by Searchlight New Mexico, Independent Investigation Journalism on February 15, 2023, states "Aging water lines burst near-daily in Truth or Consequences, but funding for repairs has run dry.". Other highlights in the article states "In 2022, over 200 million gallons - a staggering 43 percent of the water in the system - was lost to leakage. Three years earlier, losses were at 28 percent. Not only does this show how quickly the system has been deteriorating, but "it's a sign of things to come," "Line breaks in the fragile system are a near-daily event, with over 400 repairs made last year.", and "We've had cars drive into sinkholes" after subsurface seepages destabilized the ground,". (Full article attached)

NBC News Article March 12, 2023: "In Truth or Consequences, N.M., leaking pipes cause millions of gallons of water to go down the drain amid drought", "System shutoffs have become routine in the desert city as workers patch up antiquated underground lines.....". Other highlights in the article states "But amid a worsening regional drought, the town with the curious name is losing 200 million gallons of potable water a year because of antiquated underground pipes that leak, spit and sometimes gush 30 feet into the air, putting not only its nearly 6,000 residents at risk of having their water shut off but also threatening operations at the city's five public schools and its only hospital and nursing home. Schools have already been forced to close without warning several times over the last year as water is shut off while repairs are made, city officials said." and "Last week, they were responsible for fixing 14 broken lines, 11 of which occurred on a single day, wastewater director Arnulfo Castañeda said. Resident Susan Abts, 72, said her water was abruptly cut off last month after a break near her home caused a gusher to shoot 30 feet". Along with: "During previous hours-long water outages at Sierra Vista Hospital and Clinics, emergency room patients were turned away or taken 75 miles by ambulance to Las Cruces. Officials at Sierra Vista said they have enough reserve water to last a few days, but after that, patients would have to be sent elsewhere.". (Full article attached)

City Dispatch Records: The existing system's water leaks from City dispatch records from January 2022 until September 2022. There was a total of 367 pipe leaks/breaks within this nine-month range. Past records show an average of 4.5 hours for the City crew to complete repairs. This has increased the amount of operation and maintenance costs allocated to emergency repairs in 2022. The City estimates that out of a 270-day period, the City crew worked 206 days in waterline repairs merely; these replacements not only increase the operation and maintenance but also increase the health and sanitation issue for the City's residents due to water outages.

ENVIRONMENTAL

The original PER was replacement of existing waterline and a new water source, and no environmental report was completed for this scope. This Amendment 1 removes the new water source, with the remaining scope now only including the replacement of existing waterline, which should meet the USDA NEPA categorical exclusion requirements. This amendment removes the new water source and modifies the waterline replacements to meet the design goals, which are depicted in Figure 14.A and labeled as "WSPI 2". The new waterlines are in previously disturbed areas within the City's rights-of-way but will need to be evaluated to meet the USDA NEPA requirements. The replacement waterlines will be increased in size to meet the City's existing system requirements and the City's design goals. If an environmental report will be required, the cost will need to be added to the total cost of the project.

COST ESTIMATE

By making these changes to the scope of the project, the new estimated total cost is \$9,900,000.00 which is approximately \$1,466,487.00 more than the original total estimate. The increase in cost is due to the construction cost increases since the original PER was published and the post Covid inflation. A detailed cost estimate is attached.

Sincerely,



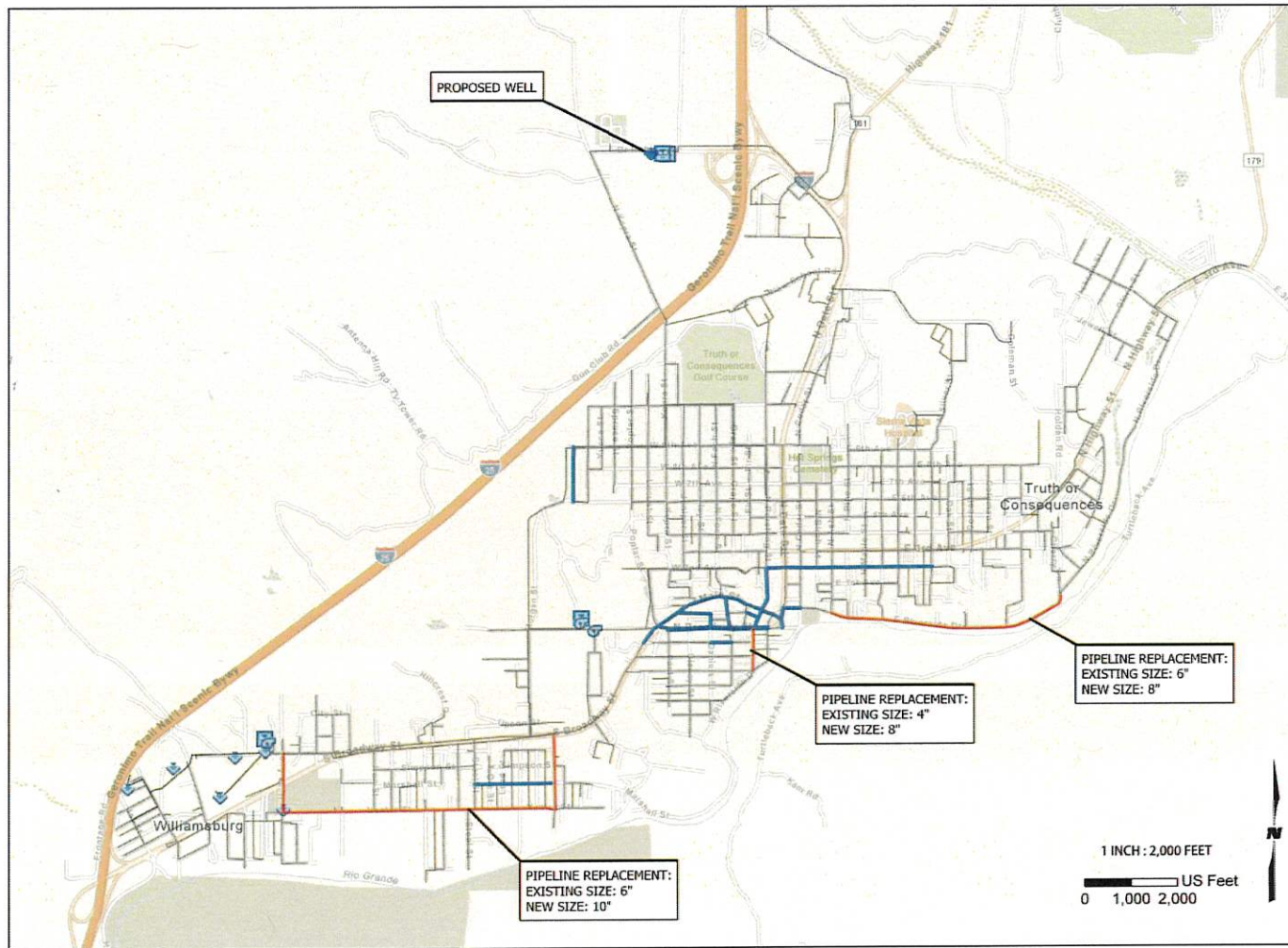
Mark A. Nasi, PE
Sr. Water/Wastewater Project Manager
Wilson & Company, Inc., Engineers & Architects

Cc: Angie Gonzales, City Manager, City of Truth or Consequences
Traci Alvarez, Assistant City Manager, City of Truth or Consequences
Arnulfo Castaneda, Water/Wastewater Director, City of Truth or Consequences
Robert Garcia, P.E., State Engineer, New Mexico State Office, Rural Development, USDA
Brian J. Ambroggi, PE, Water Resources Operations Manager, Wilson & Company, Inc., Engineers & Architects
J. Alfredo Holguin, PE, Senior Project Manager, Wilson & Company, Inc., Engineers & Architects
Daniela Ducon. IT, MSEE, Water & Wastewater Designer, Wilson & Company, Inc., Engineers & Architects

Attachments: Figure 14 – Original PER Recommend Alternative
Figure 14.A – Amendment 1 revised modification
Engineers Estimate of Probable Cost
News Article's

FIGURE 14

Original PER Recommend Alternative



PRELIMINARY
ENGINEERING REPORT

WATER SYSTEM IMPROVEMENTS

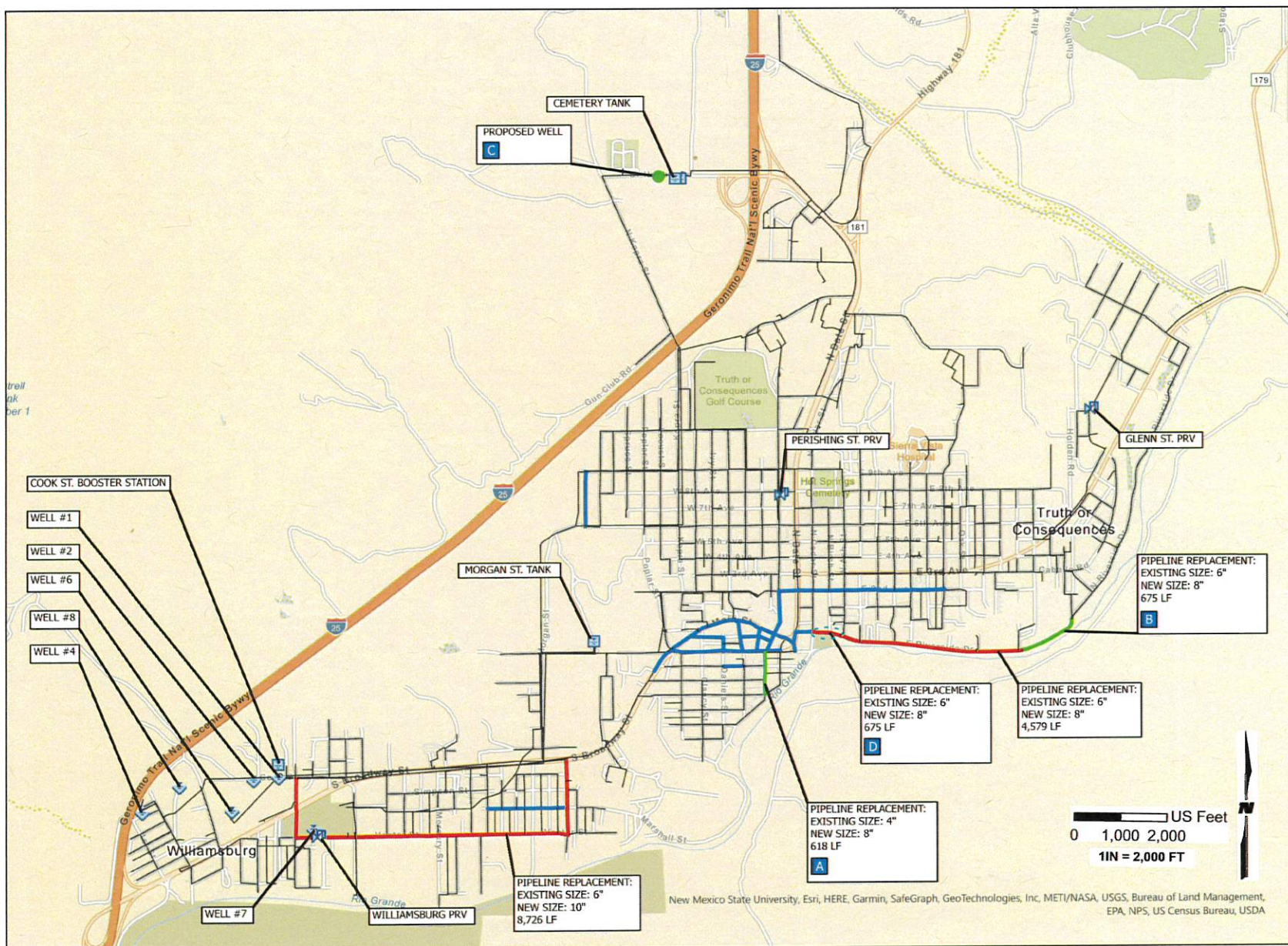


Legend

- Proposed Well
- Well
- Booster Station
- Tank
- Existing Waterline
- Funded Upgrades
- Recommended

FIGURE 14.A

Amendment 1 revised modification



COST
ESTIMATE
WSPI-2

Water System Performance Improvements 2 (WISPI-2)					
Open Trench Waterline					
ITEMS LIST		UNITS	QTY	UNIT COST	EXTEND COST
General					
1	Mob/Demob. (7.5% of General Cost)	LS	1	\$406,389.45	\$406,389.45
2	Traffic Control (8% of General Cost)	LS	1	\$433,482.07	\$433,482.07
3	Construction Survey/Staking (2.17% of General Cost)	LS	1	\$117,582.01	\$117,582.01
4	SWPPP Preparation, Implementation, and Inspection (1% of General Cost)	LS	1	\$54,185.26	\$54,185.26
5	Materials Testing (0.2% of General Cost)	LS	1	\$27,092.63	\$27,092.63
6	Subsurface Utility Locating	LS	1	\$40,000.00	\$40,000.00
7	Utility Relocation	LS	1	\$40,000.00	\$40,000.00
8	AC Pipe Removal and Disposal	LS	1	\$0.00	\$0.00
Waterline					
9	8" Waterline C-900 DR-18 PVC Pipe Installed With Trenching and Backfill	LF	5254	\$100.00	\$525,400.00
10	10" Waterline C-900 DR-18 PVC Pipe Installed With Trenching and Backfill	LF	8726	\$125.00	\$1,090,750.00
11	Jack and Bore w/ 18-inch Casing pipe, CIP	LF	30	\$375.00	\$11,250.00
12	4-1/2" Fire Hydrant w/ piping valves, and connection	EA	28	\$10,000.00	\$279,080.00
13	6" Gate Valves w/ Valve Can, CIP	EA	8	\$3,000.00	\$24,000.00
14	8" Gate Valves w/ Valve Can, CIP	EA	25	\$3,800.00	\$95,000.00
15	10" Gate Valves w/ Valve Can, CIP	EA	74	\$4,000.00	\$296,000.00
16	Pressurized waterline connections, CIP	EA	23	\$11,500.00	\$264,500.00
17	Ductile Iron MJ Fittings, All Sizes, Class 25, CIP	LB	4700	\$3.00	\$14,100.00
18	Joint Restraints, CIP	EA	134	\$150.00	\$20,100.00
19	1" Water Service, New single connection to existing watermain, cip. SD 2362	EA	97	\$1,300.00	\$126,100.00
20	Water Meter Box Remove & Replace	EA	97	\$1,300.00	\$126,100.00
21	Dewatering of Trench, CIP	LF	6990	\$50.00	\$349,500.00
22	Valve/Pipeline abandonment	LS	1	\$37,129.00	\$37,129.00
23	Hydrant removal and abandonment	LS	1	\$11,819.04	\$11,819.04
Roadway					
32	Asphalt Roadway, Remove, Dispose and Replace with SP III, 3" Thick for Residential Streets, include Subgrade Prep, CIP	SY	6213	\$70.00	\$434,932.90
33	Asphalt Roadway, Remove, Dispose and Replace with SP III, 6" Thick for Aerial Streets, include Subgrade Prep, CIP	SY	4885	\$100.00	\$488,500.00
34	Excavate and Dispose of Unsuitable Material, CIP	CY	29310	\$15.00	\$439,650.00
35	Import of Engineered Fill	CY	29310	\$25.00	\$732,750.00
36	Geogrid Base Roadway Reinforcement	SY	4885	\$5.00	\$24,425.00
37	Remove and replace Curb and Gutter @ Services, CIP	LF	280	\$35.00	\$9,800.00
38	Remove and replace Sidewalk @ Services, CIP	CY	196	\$90.00	\$17,640.00
Construction Cost Subtotal:					\$6,537,257.36
2-YR Inflation @ 4.55% + Construction Cost Subtotal:					\$6,834,703.00
Contingency - 10%:					\$683,470.00
NMGRT @ 8.375%:					\$629,647.00
Interim Finance Interest:					\$101,847.75
TOTAL ESTIMATED CONSTRUCTION COST:					\$8,249,667.75
ENGINEERING SERVICES					
39	Bridge Loan @ 5.0%	LS	1	\$69,404.00	\$69,404.00
40	Additional Engineering - Data Collection*	LS	1	\$186,000.00	\$186,000.00
41	Preliminary Engineering Report-PER	LS	1	\$35,000.00	\$35,000.00
42	Environmental w/ Report	LS	1	\$25,000.00	\$25,000.00
44	Engineering Design Services	LS	1	\$751,817.00	\$751,817.00
45	Engineering - Bid Phase	LS	1	\$20,000.00	\$20,000.00
46	Engineering - Construction Inspection	LS	1	\$265,000.00	\$265,000.00
48	Engineering - Construction Management	LS	1	\$105,254.00	\$105,254.00
Engineering Services Subtotal:					\$1,457,475.00
Contingency					\$37,291.00
NMGRT @ 7.6250%:					\$111,132.00
Engineering Total:					\$1,605,898.00
FINANCING SERVICES					
49	Loan Origination Fee (No Fee From Local Bank)	LS	0	\$76,890.00	\$0.00
Financing Services Subtotal:					\$0.00
Contingency - 0%:					\$0.00
NMGRT @ 8.375%:					\$0.00
Legal Services Total:					\$0.00
LEGAL SERVICES					
50	Legal Fees - Project Attorney (City Attorney Used- Not Needed)	LS	0	\$10,000.00	\$0.00
51	Legal Fees - Bond Counsel	LS	1	\$21,000.00	\$21,000.00
Legal Services Subtotal:					\$41,000.00
Contingency - 0%:					\$0.00
NMGRT @ 8.375%:					\$3,434.00
Legal Services Total:					\$44,434.00
GRAND TOTAL:					\$9,900,000

NBC News Article March 12, 2023:

“In Truth or Consequences, N.M.,
leaking pipes cause millions of
gallons of water to go down the
drain amid drought”,

CLIMATE IN CRISIS

In Truth or Consequences, N.M., leaking pipes cause millions of gallons of water to go down the drain amid drought

System shutoffs have become routine in the desert city as workers patch up antiquated underground lines that include wooden pipes built in the 1800s.



— Workers repair a pipe Wednesday in Truth or Consequences, N.M., which lost 43% of its water supply last year because of leaking pipes the city says it cannot afford to fix permanently. Paul Ratje for NBC News

March 12, 2023, 6:00 AM MDT

By Deon J. Hampton

TRUTH OR CONSEQUENCES, N.M. – For centuries, Native American tribal leaders and others have trekked to this oasis to unwind and relax in the abundant hot springs that course underground, bubbling up through the crusty desert floor.

But amid a worsening regional drought, the town with the curious name is losing 200 million gallons of potable water a year because of antiquated underground pipes that leak, spit and sometimes gush 30 feet into the air, putting not only its nearly 6,000 residents at risk of having their water shut off but also threatening operations at the city's five public schools and its only hospital and nursing home.

Schools have already been forced to close without warning several times over the last year as water is shut off while repairs are made, city officials said.



— Water Department worker Andrew Curry repairs a pipe in Truth or Consequences, N.M., where new leaks spring up nearly every day. Paul Ratje for NBC News

The system is so old it includes wooden pipes built in the 1800s and is patched up by one worker from the city's Water Department and two others on loan from the sewer department. Last week, they were responsible for fixing 14 broken lines, 11 of which occurred on a single day, wastewater director Arnulfo Castañeda said.

Resident Susan Abts, 72, said her water was abruptly cut off last month after a break near her home caused a gusher to shoot 30 feet into the air.

"I'm concerned where this is going," she said.



— Jesus Baray, 33, the manager of El Faro restaurant in Truth or Consequences, N.M., says the family business' water is frequently shut off unexpectedly. Paul Ratje for NBC News

So is Jesus Baray, the manager of El Faro restaurant, which lost its water without warning three weeks ago while meals were being served and dishes were being washed. The downtown business was closed for two days.

"I understand to a certain point, but it keeps happening," Baray said. "That's the frustration."

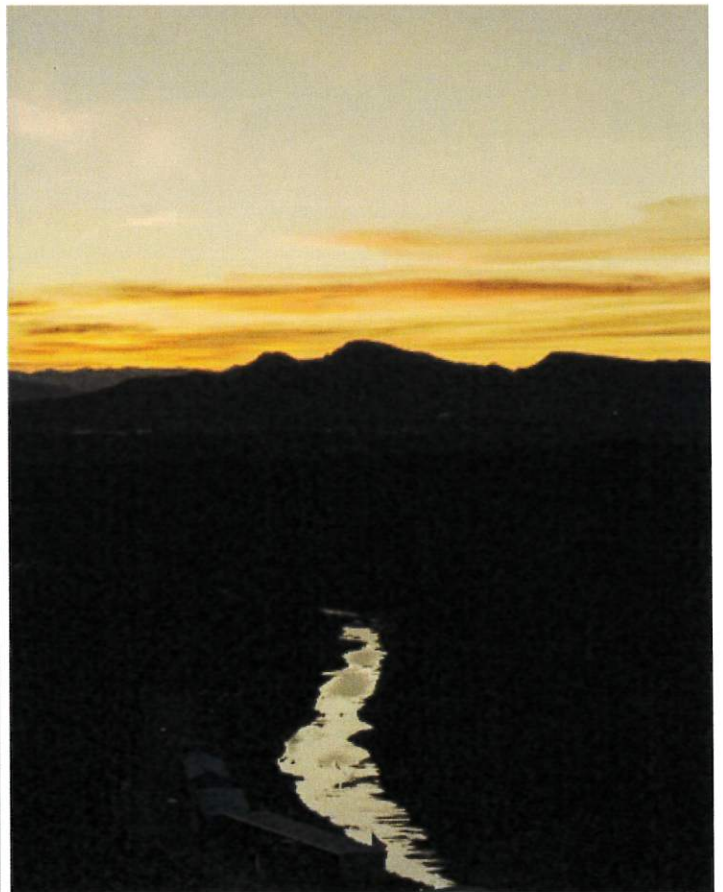
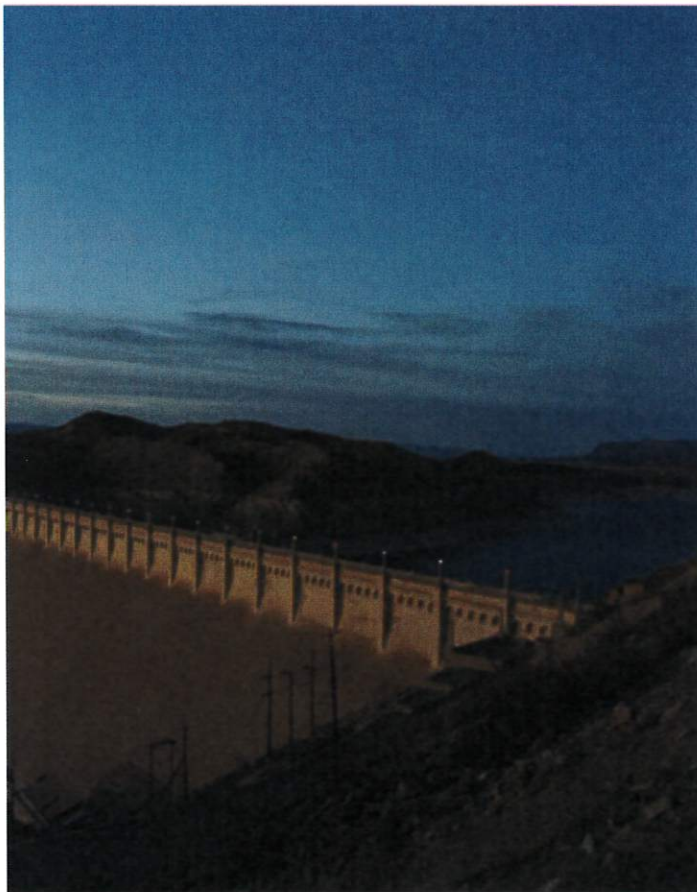
Last year, as many as 30 water pipes broke in one day. As the system continues to fail, water in some parts of the city could be shut off for a week at a time, City Manager Bruce Swingle said.

"It's a crisis," he said last week. "We're there."

A geographic divide

Millions of gallons, representing 43% of the city's supply, were lost in the last year as the West struggles under a drought so severe it threatens the power-generating capabilities of lakes Mead and Powell and is drying up the Colorado River, which provides much of the region's water.

The situation also reflects the geographic divide in the U.S. as rural communities compete with large metropolitan areas for a chunk of the \$555 billion in the federal [infrastructure bill](#) to upgrade the country's aging bridges, roads, levees and pipelines.



— After Elephant Butte Dam, the flow of the Rio Grande is greatly reduced, leaving a dry riverbed for most of the year in southern New Mexico. Paul Ratje for NBC News

Water officials in Truth or Consequences estimate it would cost \$150 million to overhaul or replace the deteriorating system. Even patching up the leaks more permanently would cost \$20 million, which the city says it can't afford.

Passed in 2021, the [Infrastructure Investment and Jobs Act](#) was hailed by federal officials as a once-in-a-generation investment aimed in part to improve “[communities that have too often been left behind.](#)”

But city officials said that seems to be happening in Truth or Consequences, which has received no response to its applications last year and this year for federal infrastructure money.

Small cities typically rely on federal grants to improve their infrastructure, but what they get usually isn't enough to cover an overhaul, said Ken Rainwater, who retired last year as a civil engineering professor at Texas Tech University.

“It costs money to maintain infrastructure,” he said.



— City manager Bruce Swingle, 62, in Truth or Consequences, N.M., which says it needs \$150 million to overhaul its aging water conveyance system. Paul Ratje for NBC News

Swingle said that as pipes collapse daily, he fears schools and health care providers could be at risk of biohazard conditions if there isn't enough water to wash hands or flush toilets in an unexpected, prolonged outage.

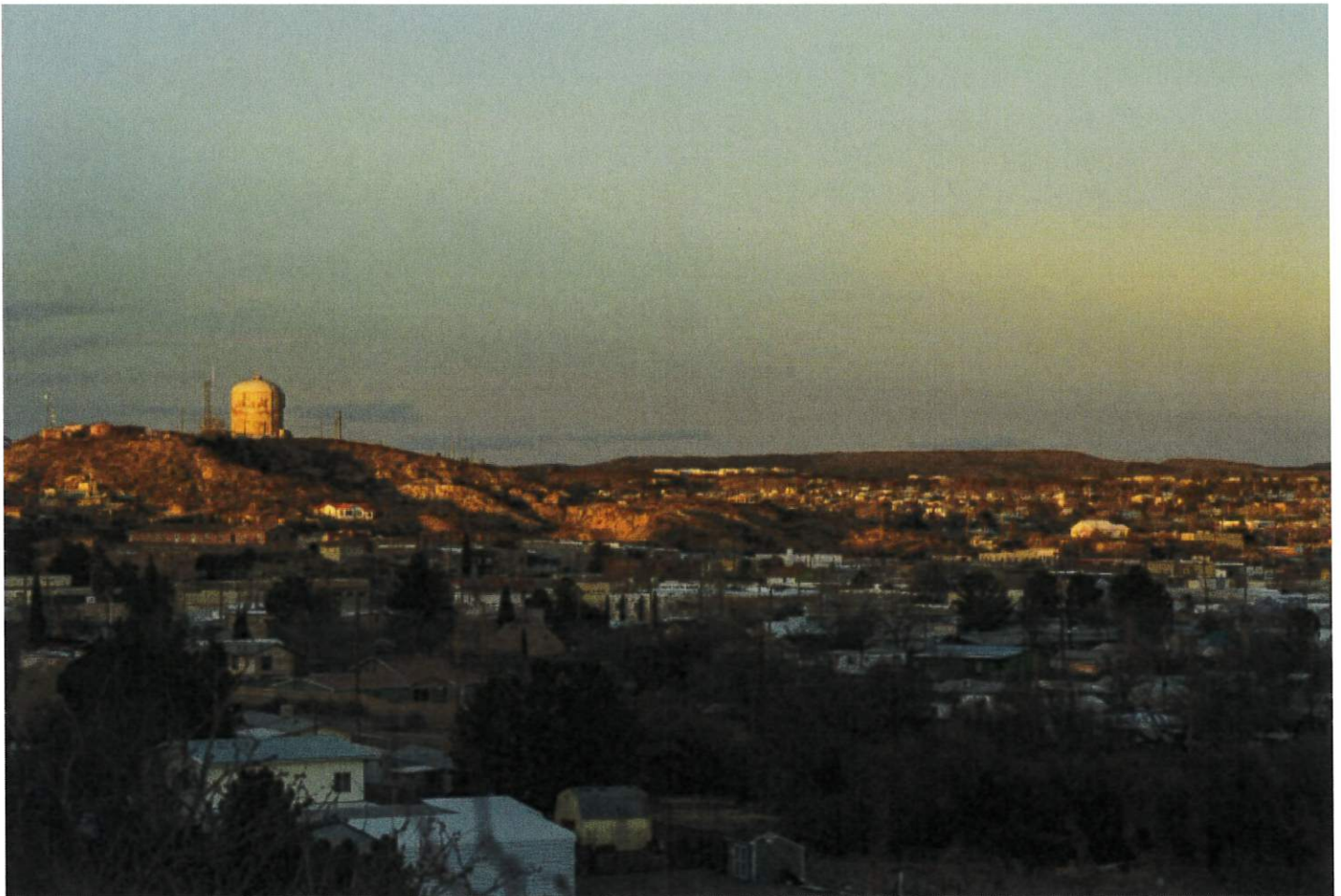
During previous hourslong water outages at Sierra Vista Hospital and Clinics, emergency room patients were turned away or taken 75 miles by ambulance to Las Cruces.

Officials at Sierra Vista said they have enough reserve water to last a few days, but after that, patients would have to be sent elsewhere.

"I can't imagine the hospital would have enough water for three days," said Swingle, who is also the chairman of the hospital's governing board.

Scott Williams, the administrator of the Sierra Health Care Center nursing home, said it does have an emergency plan, but he declined to say what it would do if water were shut off for a long time. He said the facility has enough reserve water for at least a few days.

Swingle predicts outages will become more frequent and last longer in the summer, when usage increases, placing even more pressure on the unreliable system.



— Truth or Consequences has been losing almost half of its water supply to excessive leakage caused by antiquated pipes' bursting. Paul Ratje for NBC News

Holiday tourism soars

The city can attract more than 100,000 visitors during holiday weekends as people flock to the hot springs and the state's largest lake, Elephant Butte, 5 miles from downtown. Any of them could suffer a medical emergency during an outage, Swingle said.

Originally known as Hot Springs, Truth or Consequences underwent a rebrand in 1950 when the radio game show "Truth or Consequences" vowed to broadcast its 10th-anniversary episode in the first U.S. city to change its name to the moniker. Hot Springs won the national contest.

Local lore holds that the prominent Apache leader Geronimo would soak in the hot springs after battle.

A present-day political leader, state Sen. Crystal Diamond, a Republican who represents the city, last month introduced [Senate Bill 359](#), which would allocate \$20 million from the state's general fund to help repair the pipes.

Diamond said she previously asked the office of Gov. Michelle Lujan Grisham, a Democrat, for money to fix the problem but never got a response. Lujan Grisham declined to comment.



— Susan Abts and Nancy Simpson shop together at a Bullocks Supermarket in Truth or Consequences, N.M., on Wednesday. Abts had her water off for days when a pipe burst on her street recently.

Paul Ratje for NBC News

The state Environment Department said it gave \$5.3 million to the city for its drinking water system, but Swingle said the money came from the federal government for a downtown water project unrelated to the collapsing pipelines.

Diamond, who insists there is enough money in state coffers to pay for the repairs, said: "I don't think they're taking this seriously.

"In rural and remote areas of New Mexico, when there's not a huge population, they just don't get the investment," she added. "Providing water is a public safety concern and should be prioritized."

Across the U.S., water main breaks occur every two minutes, with an estimated 6 billion gallons of treated water lost daily, according to the [2021 report card](#) from the American Society of Civil Engineers.

"All we're doing is repairing the water lines," Swingle said. "Once we make the repair, it's going to leak in very close proximity. The water will just find the next vulnerable spot and come to the surface."

Deon J. Hampton

Deon J. Hampton is a national reporter for NBC News.

Searchlight New Mexico,
Independent Investigation
Journalism on February 15, 2023

“In drought-plagued New Mexico, a
city loses nearly half its water - to
leaky pipes”



One of the city's old water tanks, which is no longer in use, atop Tower Hill in Truth or Consequences. Michael Benanav/Searchlight New Mexico

In drought-plagued New Mexico, a city loses nearly half its water — to leaky pipes

Aging water lines burst near-daily in Truth or Consequences, but funding for repairs has run dry.

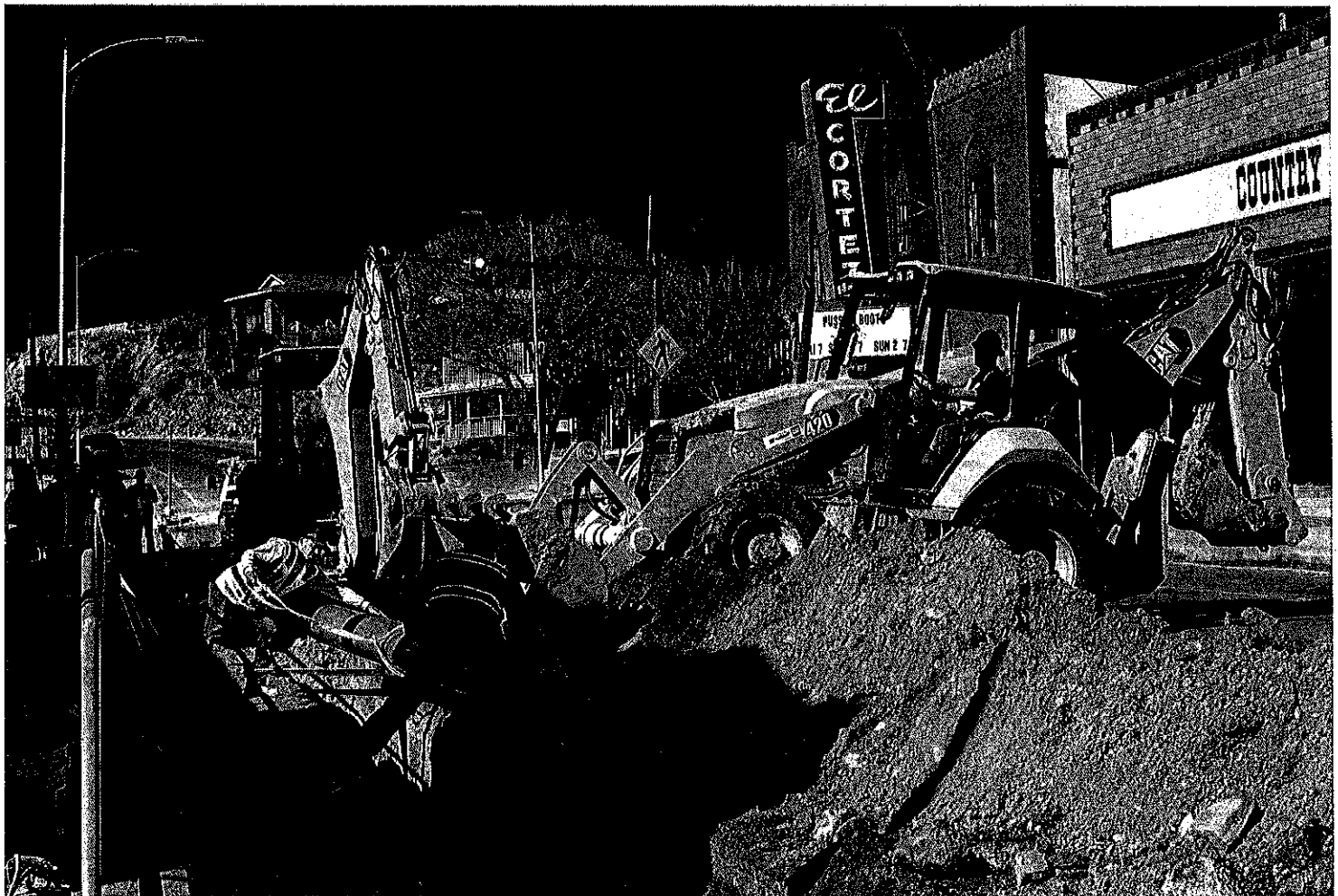
by **Michael Benanav**
February 15, 2023

Set on the northern bank of the Rio Grande, along a bend in the river about 150 miles south of Albuquerque, the city of Truth or Consequences is home to some 6,000 people. Neighborhoods of single-story houses and mobile homes fan out from a historic downtown district with galleries and restaurants, a local pharmacy and a grocery, and the visitor center for Spaceport America.

Since at least the late 19th century, the area has been known for its natural hot springs, and T or C still promotes itself as a low-key thermal resort town. “Most people who come here are on a magical getaway of some kind,” said John Masterson, co-owner of the Truth or Consequences Brewing Company.

Far less magical is what’s happening beneath the ground. About half of T or C’s water supply lines are more than 50 years old; some date to the 1930s, according to a 2021 [engineering report](#). Many are “beyond their expected useful life,” the report notes.

The result: leaks, and lots of them.



Water lines being replaced in downtown Truth or Consequences. Michael Benanav/Searchlight New Mexico

In 2022, over 200 million gallons — a staggering 43 percent of the water in the system — was lost to leakage, according to T or C's city manager, Bruce Swingle. Three years earlier, losses were at 28 percent. Not only does this show how quickly the system has been deteriorating, but "it's a sign of things to come," Swingle said during an interview at his office.

Line breaks in the fragile system are a near-daily event, with over 400 repairs made last year. As soon as one section is fixed, Swingle said, "the water finds the next most vulnerable spot" and bursts through it, like an endless game of water-line Whac-a-Mole. "We've had cars drive into sinkholes" after subsurface seepages destabilized the ground, he added.

While some residents accept the leaks and related water outages with patience, believing the city is doing the best it can, a certain amount of frustration is unavoidable. "Unless there's a geyser coming out of the ground, it's not a priority to the city," local artist June Jewell wrote in an email. Last year there was a leak in front of her house for four months, she elaborated, adding that since September there's also been "a steady flow of water 24/7" from another leak down the block.



Work on a water line in the city's downtown. Michael Benanav/Searchlight New Mexico

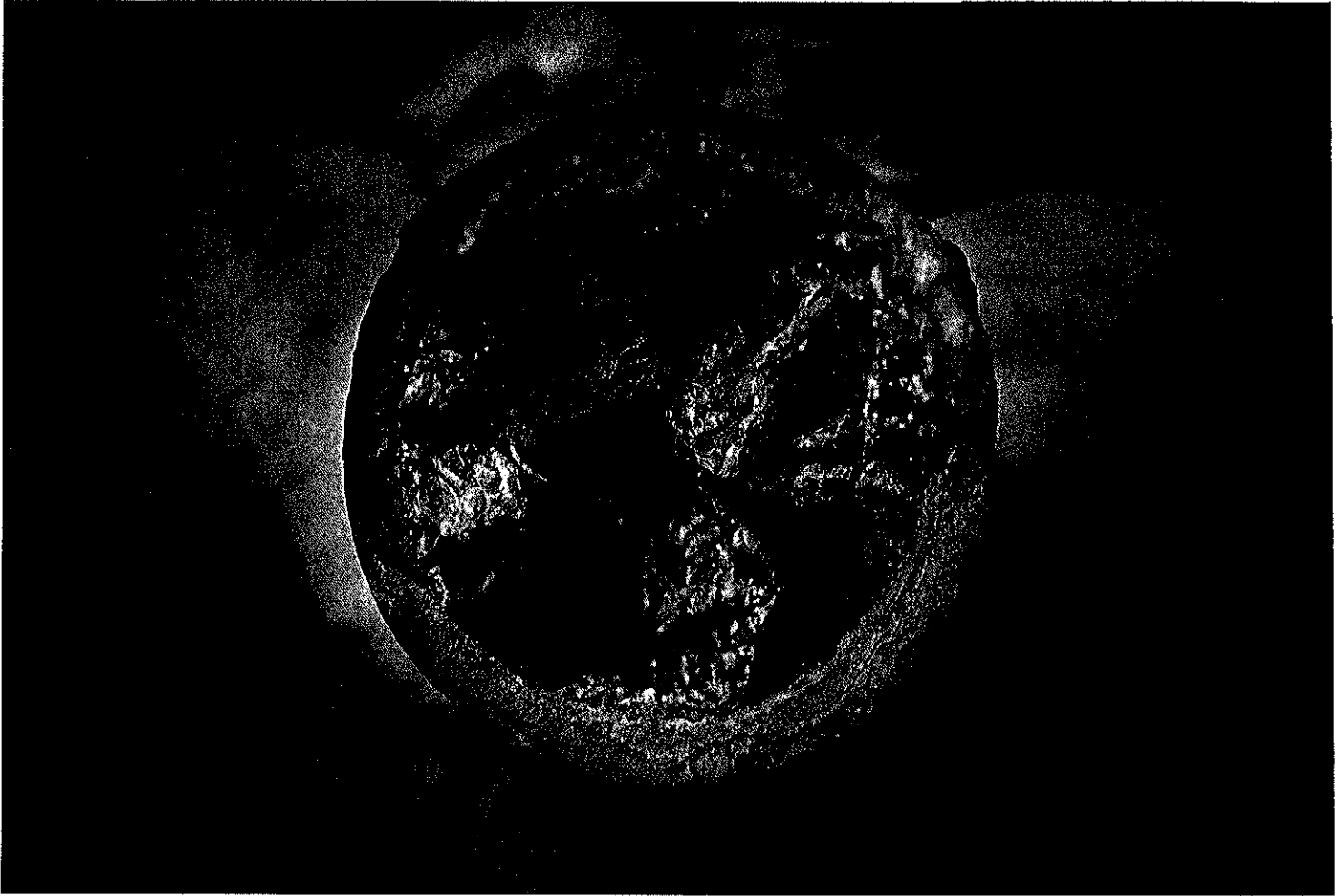
Robin McBroom, who has lived in T or C for less than a year, is “worried that the whole system is going to go down.” There are leaks all the time, she said, which can “make a little lake in the middle of the street.” Still, she’s happy about her move. “This is where I’ve always wanted to retire. I’d buy a 500-gallon water tank and hook it up if I had to.”

From its six wells, the city annually pumps 475 million gallons of water, which is also piped to the adjacent village of Williamsburg and its 500 residents. Utility crews are constantly performing triage, applying one Band-Aid after another to a water system that needs major surgery.

Two areas of town — the east side and the so-called metal streets, with names like Nickel and Tin — are in “critical condition,” Swingle said. “We have to replace those lines as soon as possible. It’s literally a crisis, and it’s only going to get worse in the next few months.” If nothing is done, the city faces system-wide failure.

Replacing those lines will cost an estimated \$20 million, engineers have concluded. Performing all of the improvements that the system needs has a price tag closer to \$150 million. T or C cannot afford either option. And it is not alone.





Sediment buildup inside a section of a pipe removed from the water system in Truth or Consequences. Michael Benanav/Searchlight New Mexico

Widespread problem, few solutions

In drought-ridden New Mexico, concerns about water supply are paramount, yet hundreds of water utilities have **urgent infrastructure needs** and almost no way to pay for them. Smaller systems are affected disproportionately, and two-thirds of the state's water systems serve 500 people or fewer.

Revenue from user rates in these small communities is dwarfed by the costs of the needed upgrades. And the process for obtaining grants and loans is **prohibitively baroque** for smaller systems to pursue.

"The state's water finance system is fragmented and lacks a consistent strategy or goal," the Legislative Finance Committee **reported in 2021**, casting the problem in dire terms. New Mexico's water infrastructure (including wastewater systems) likely needs more than \$2.8 billion in repairs, the LFC concluded.



Additionally, the LFC found that funding is too often provided piecemeal, which increases the risk that work will flounder or stall indefinitely because the money runs out. In the village of Maxwell, south of Raton, for example, a \$1 million well project was stymied by a budget shortfall of about \$30,000, the LFC found.

Problems like this also plague water systems around the country, according to a 2021 “report card” issued by the American Society of Civil Engineers. “There is a water main break every two minutes and an estimated 6 billion gallons of treated water are lost each day in the United States,” the group found.



Paul Tooley, chief of the volunteer fire department in Truth or Consequences. Michael Benanav/Searchlight New Mexico

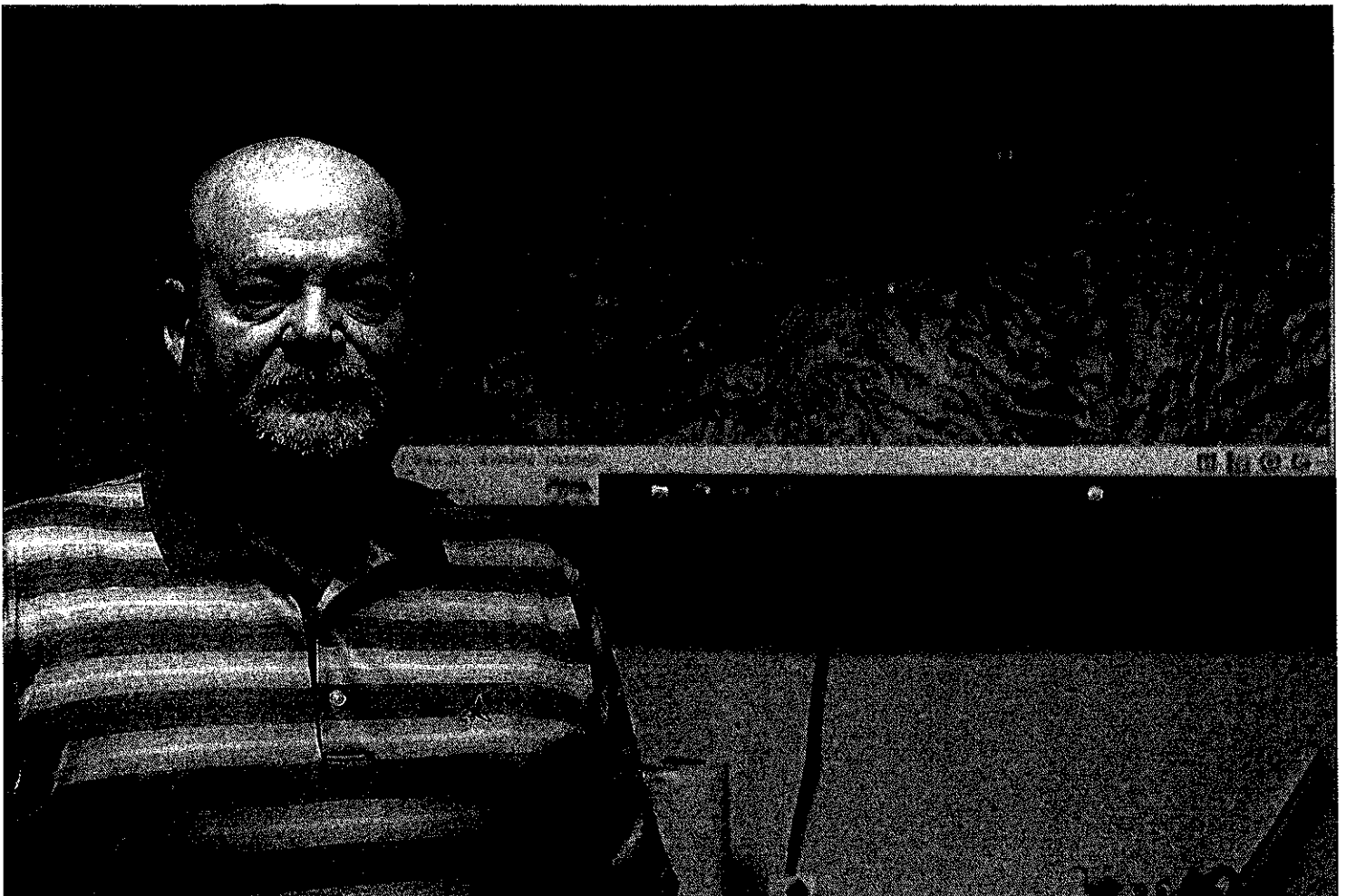
Financial drains

How was the water system in T or C allowed to deteriorate to such a degree of disrepair? “I think it’s a case of out of sight, out of mind,” said T or C’s fire chief, Paul Tooley, who joined the volunteer department 40 years ago and has led it since 2009. As long as water continued to flow, small problems buried underground could be overlooked while the city’s budget was channeled toward other priorities.

But the situation in which T or C now finds itself is also a result of past budgetary decisions.

Water utilities are intended to function as “enterprise systems,” according to the LFC, meaning that revenue from customers should cover the costs of operations and maintenance. Any money unspent at the end of a fiscal year, it adds, should be set aside for future projects.

T or C, however, has habitually moved income earned by its water utility into its general fund, to be spent on other things, depleting its reserves, budget documents show. Using ratepayer money for anything other than its intended purpose is **generally discouraged**; in some parts of the country, it’s even been outlawed. The practice can “conceal poor budgeting, ineffective planning, and other mismanagement that could spell disaster for the city and/or its utilities in the long term,” **according to the city of Elkins, West Virginia**, which is about the same size as T or C, and where such transfers are illegal.



Truth or Consequences City Manager Bruce Swingle. Michael Benanav/Searchlight New Mexico

Swingle, who has been in his position for less than two years, said he has raised this issue with T or C’s city commissioners. “It’s going to be corrected,” he said. But he said he is more interested in focusing on what

comes next than in reviewing past decisions. "Let's not point fingers, let's solve the problem."

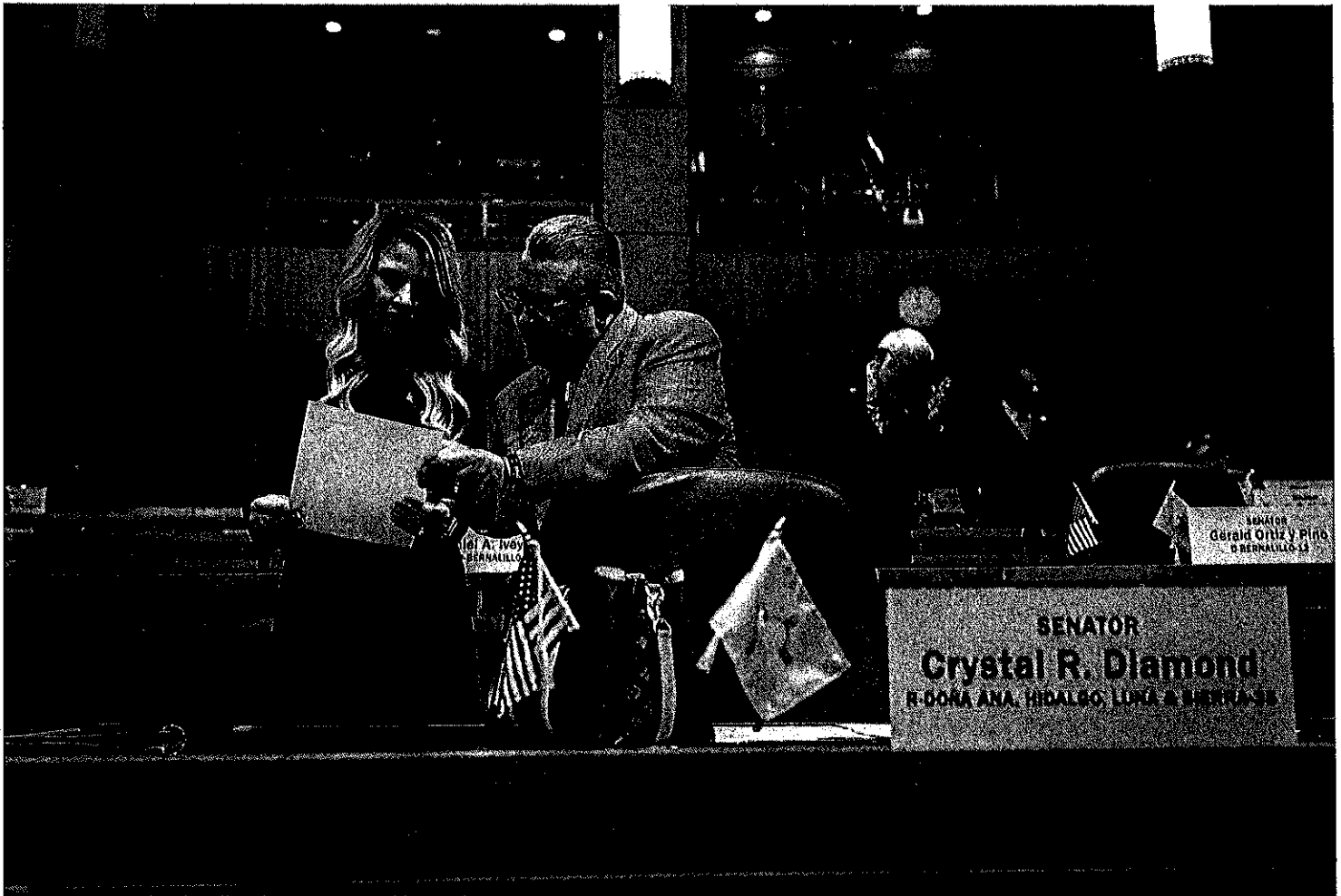
That won't be easy. Though Swingle isn't daunted by the scope of the work, finding enough money to move forward poses a major challenge.

Currently, water lines in the downtown district are being replaced with the help of a \$3.9 million rural development grant from the U.S. Department of Agriculture, along with a \$5.4 million loan that the city obtained from the local Bank of the Southwest, Swingle said. None of that work will touch the two neighborhoods that are in critical condition, and it will barely make a dent in the city's overall needs.

In the past couple of years, T or C has raised water prices by more than 30 percent to increase revenue for operations and improvements. Voters approved a bond measure last November to provide \$1 million for water infrastructure. And the city has asked U.S. Sen. Martin Heinrich for \$54 million in federal appropriations to address the problems. But thus far Senator Heinrich has only been able to provide \$1.6 million to "get the ball moving," according to his office.

Though water utilities in New Mexico can apply for funding from several state agencies, T or C has exhausted those avenues, said Swingle, and it cannot take on any more debt. With its options dwindling and its water system rapidly degrading, it needs what amounts to a bailout by the state legislature or the federal government.





State Sen. Crystal Diamond talks with Sen. Leo Jaramillo on the Senate floor at the State Capitol in Santa Fe. Michael Benanav/Searchlight New Mexico

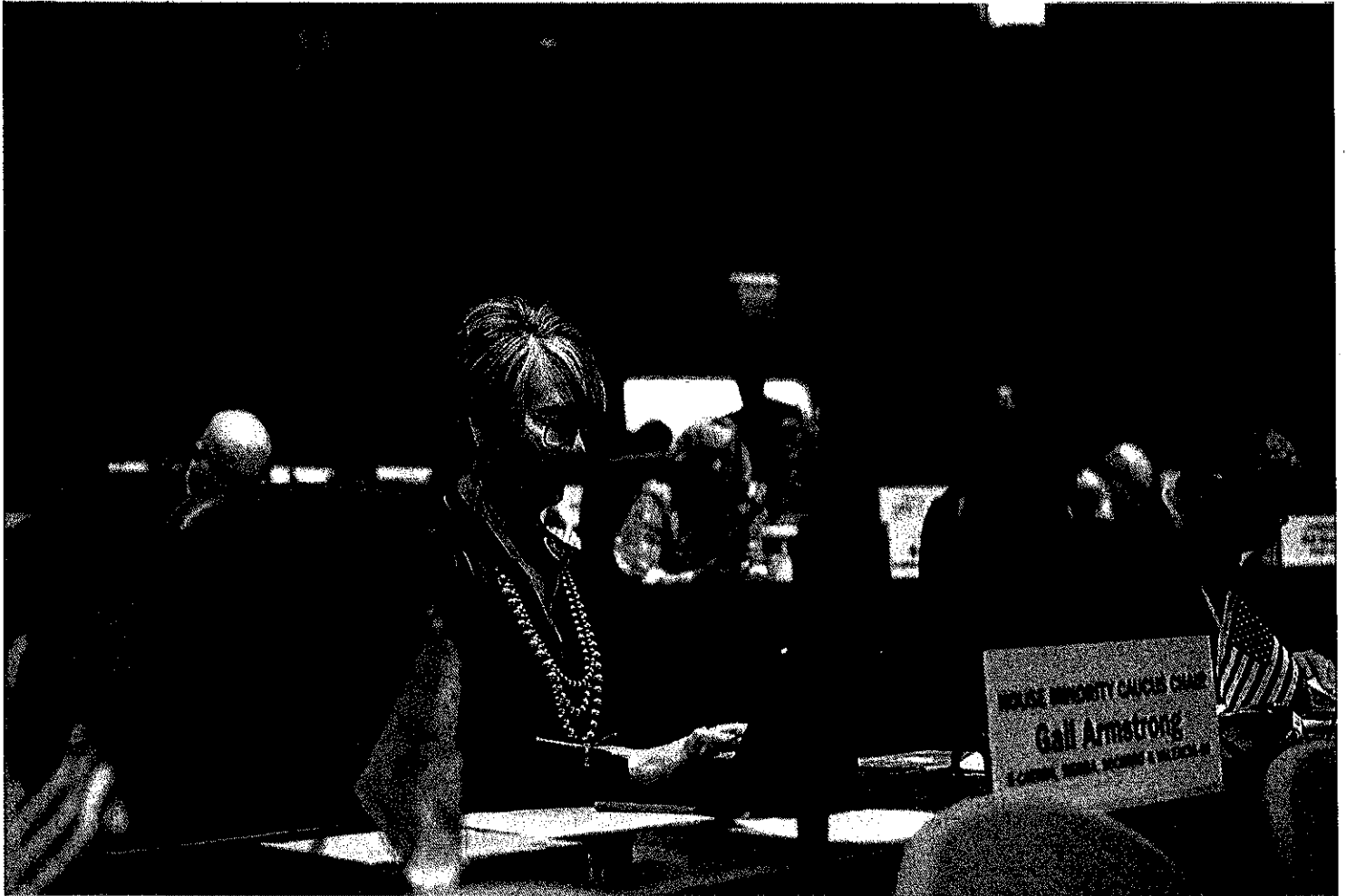
Wanted: Pools of money

T or C's last best hope to avoid disaster is an infusion of cash drawn from the pools of discretionary monies that the governor and state legislators can use to fund high-priority projects. On February 10, Swingle and State Sen. Crystal Diamond said they met with Gov. Michelle Lujan Grisham to ask for \$19 million, to which Diamond pledged to add \$1 million — about one-third of the total capital outlay that the senator guesses she will be able to distribute this year, which she needs to spread among constituents in four counties. (The governor could not immediately be reached for comment.)

"We can't kick the can down the road on this anymore," Diamond said during an interview at the Roundhouse. "This is time-sensitive; it's a basic need for our community." Noting that the state expects a budget surplus in the range of \$3.5 billion to \$4 billion, she said that the best way to spend the windfall is on infrastructure.

State Rep. Gail Armstrong, whose district includes T or C, agrees that spending on infrastructure should be the top priority. But her optimism is muted. "There's all this money now and everyone wants it. There's a priority list, and a waiting list, and other communities that also have critical infrastructure needs. Hopefully, the situation in T or C doesn't become a crazy emergency."

For Swingle, patience is not an option. "We don't have years to deal with this," he said. "There are fewer problems in winter. In a few months, that's when you'll see catastrophic failure."



State Rep. Gail Armstrong at her seat on the floor of the legislature. Michael Benanav/Searchlight New Mexico



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 13, 2023

Agenda Item #: H.1

SUBJECT: Discussion/Update – OSE Order 198 Hot Springs

DEPARTMENT: Community Development

DATE SUBMITTED: September 1, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Cheryl S. Thacker - Water Resources Manager/Office of the State Engineer

Summary/Background:

Office of the State Engineer (OSE) will update the City Commission on the OSE Order 198 pertaining to closing the Hot Springs Underground Water Basin identified in Attachment 1 of the order, to the filing of applications under Section 72-12-3 NMSA 1978 for new appropriations of the underground waters.

Recommendation:

None – Update and Discussion

Attachments:

- OSE Order 198 Hot Springs
- OSE Order 198 Attachment 1 - Hot Springs Closure Map Area

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 9-13-2023

STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER

IN THE MATTER OF THE CLOSURE OF)
THE HOT SPRINGS UNDERGROUND)
WATER BASIN TO NEW)
APPROPRIATIONS FILED UNDER)
SECTION 72-12-3 NMSA 1978)

Order No. 198

ORDER

WHEREAS, pursuant to NMSA 1978, Section 72-2-1, the State Engineer has general supervision of waters of the state and of the measurement, appropriation, distribution thereof and such other duties as required; and

WHEREAS, pursuant to NMSA 1978, Section 72-2-8, the State Engineer may issue orders necessary to implement his decisions and to aid him in the accomplishment of his duties; and

WHEREAS, the State Engineer by Order dated April 15, 1935, declared and defined the boundaries of the Hot Springs Underground Water Basin; and

WHEREAS, the State Engineer by Special Order dated July 1, 1937, closed the Hot Springs Underground Water Basin to new appropriations of underground mineral water (geothermal confined); and

WHEREAS, the State Engineer by Special Order dated August 26, 1947, reopened a portion of the underground mineral water for new appropriations in the Hot Springs Underground Water Basin; and

WHEREAS, the State Engineer by Special Order dated August 26, 1947, closed the Hot Springs Underground Water Basin to new appropriations of underground fresh (cold) artesian water; and

WHEREAS, the State Engineer by Special Order dated July 17, 1950, reopened the remaining portion of the underground mineral water of the Hot Springs Underground Water Basin to new appropriations; and

WHEREAS, the State Engineer by Special Order dated June 8, 1967, reopened the Hot Springs Underground Water Basin for new appropriations of underground fresh (cold) artesian water; and

WHEREAS, the State Engineer by Special Order dated September 17, 1982, extended the boundaries of the Hot Springs Underground Water Basin; and

WHEREAS, for the purposes of this Order, the Hot Springs Underground Water Basin consists of underground mineral water (geothermal confined), underground fresh (cold) artesian water (non-geothermal artesian), and unconfined aquifers; and

WHEREAS, the Office of the State Engineer Hydrology Bureau recently completed a hydrologic analysis of the amount of water appropriated in the Hot Springs Underground Water Basin compared with the estimated amount of water recharging the aquifers and depletion to the apparently perennial flowing portions of Palomas Creek and the Rio Grande; and

WHEREAS, the hydrologic analysis determined that the amount of groundwater that could potentially be appropriated from the Hot Springs Underground Water Basin through water right declarations, permits and licenses could exceed the estimated recharge to the Hot Springs Underground Water Basin; and

WHEREAS, the hydrologic analysis demonstrates that additional new appropriations in the Hot Springs Underground Water Basin will affect the perennially saturated portions of the Palomas Creek or the Rio Grande, both of which are considered fully appropriated; and

WHEREAS, the hydrologic analysis recommends that the Hot Springs Underground Water Basin be closed to new appropriations under NMSA 1978 Section 72-12-3; and


WHEREAS, the State Engineer now finds that the Hot Springs Underground Water Basin as shown on Attachment 1 to this Order should be closed to the filing of applications for new appropriations of groundwater under Section 72-12-3 NMSA 1978, as described below.

WHEREAS, these recitals are a material part of this Order; and,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

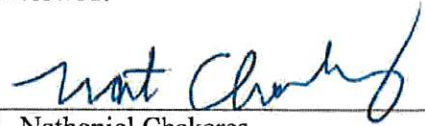
1. The Hot Springs Underground Water Basin as shown in Attachment 1 to this Order is closed for an indefinite period of time to the filing of applications under Section 72-12-3 NMSA 1978 for new appropriations of the underground waters thereof, and any such application submitted for filing shall be rejected.
2. State Engineer Order No. 196, in the Matter of the Closure of the Hot Springs Underground Water Basin, is hereby withdrawn and replaced by this Order.

Witness my hand and official seal of my office, this 5th day of July 2023.



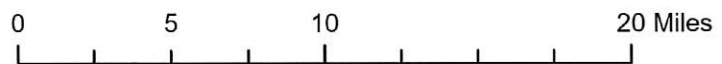
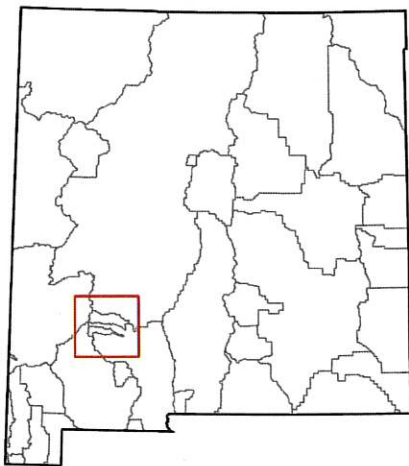
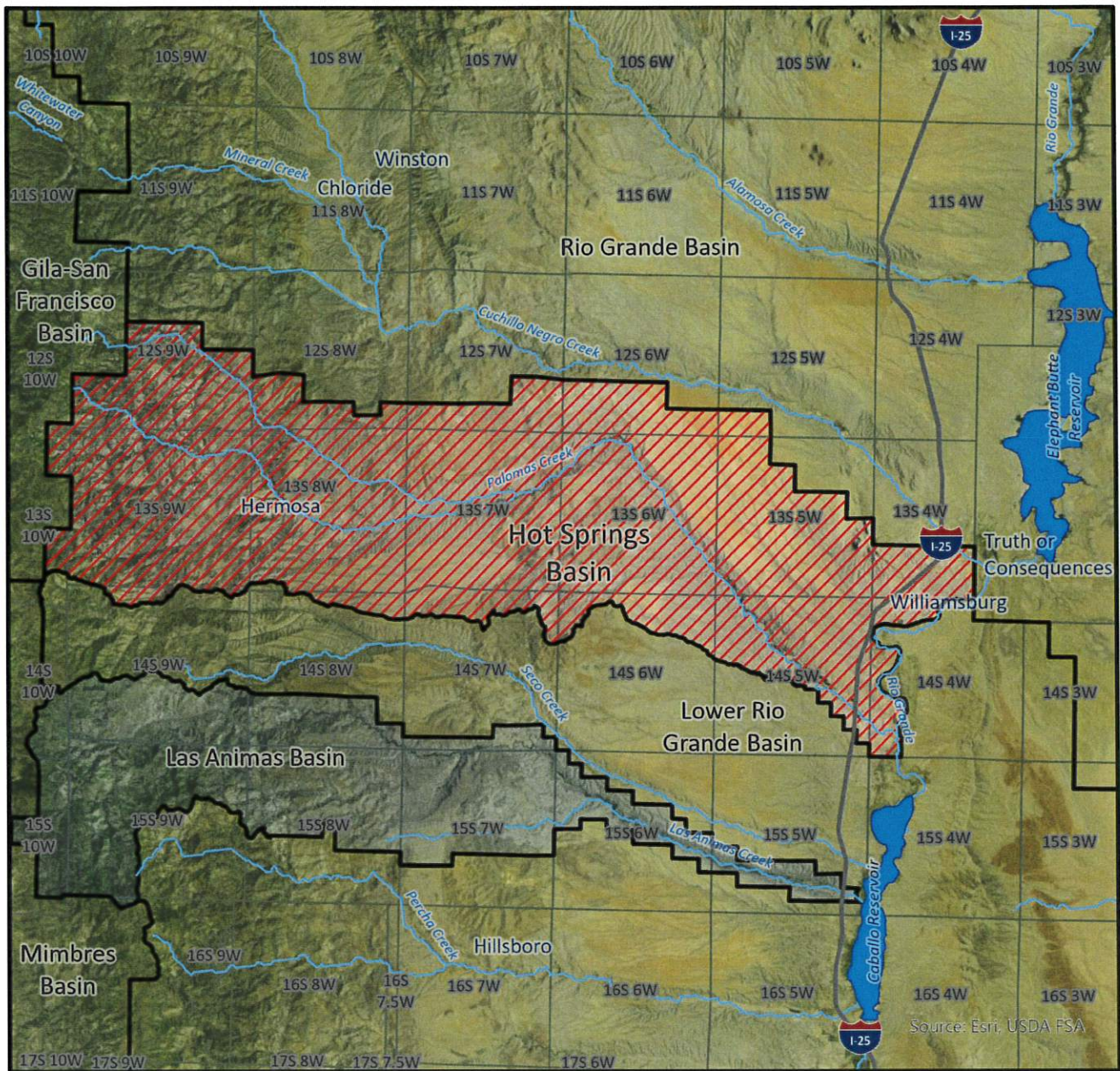
MIKE A. HAMMAN, P.E.

Reviewed:



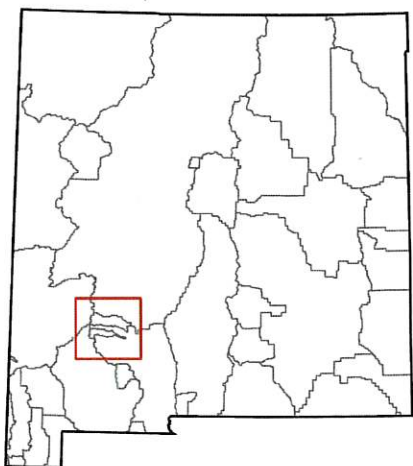
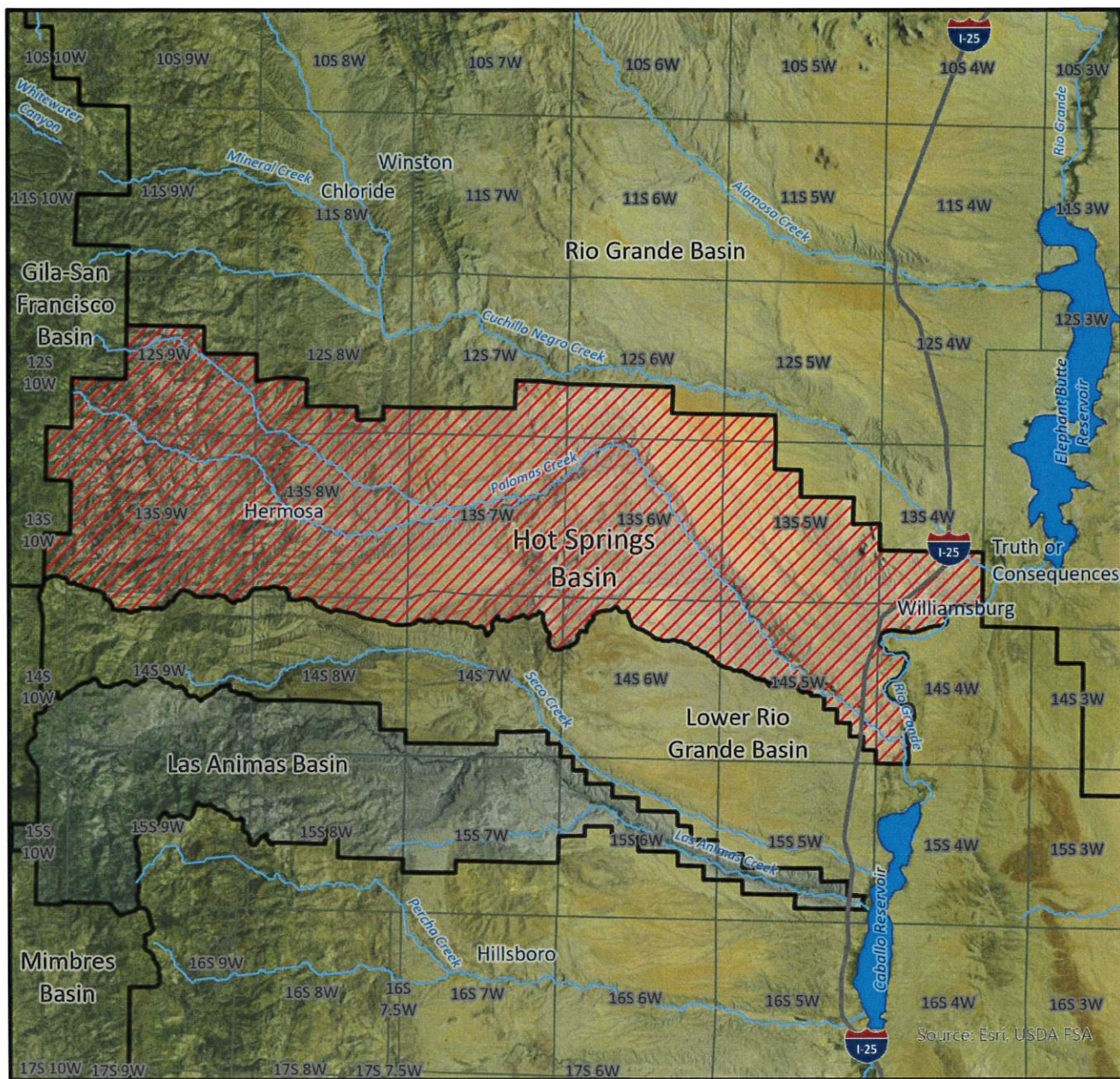
A. Nathaniel Chakeres
General Counsel







-  Main Roads
-  Rivers/Streams
-  Groundwater Basins
-  Township & Range
-  Area of Closure
-  Lakes





-  Main Roads
-  Rivers/Streams
-  Groundwater Basins
-  Township & Range
-  Area of Closure
-  Lakes





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 13, 2023

Agenda Item #: H.2

SUBJECT: Water Update
DEPARTMENT: City Manager's Office
DATE SUBMITTED: September 5, 2023
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

Water Update

Recommendation:

Presentation only

Attachments:

- N/A
- Click here to enter text.

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): N/A

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 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 9-13-2023



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: September 13, 2023

Agenda Item #: H.3

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: September 6, 2023
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Kristie Wilson, 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 9-13-2023

PURCHASE REQUISITION APPROVAL

2023-24 Fiscal Year

COMMISSION MEETING 09/13/2023

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
78769 (PO)	Western United Electric	Wood Poles	Bo Easley	Electric	\$ 46,535.00	
90667	Sierra Electric Co-Op Inc	Professional Engineering Services	Angie Gonzales	CMO	\$ 37,000.00	
					\$ 83,535.00	

ATTEST:

Angela Torres, Clerk-Treasurer

Date _____

Amanda Forrister, Mayor

Date _____

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.

Truth or Consequences, NM 87901

PH: (575) 894-6673

FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 78769**Date:** 08/30/2023**Requisition #:** 90639**Vendor #:** 7498**ISSUED TO:** WESTERN UNITED ELECTRIC
SUPPLY CORPORATION
100 BROMLEY BUSINESS PKWY
BRIGHTON, CO 80603**SHIP TO:** City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	5		45 FT CLASS 2 DF	503-3702-44607		1,741.00	8,705.00
2	10		40 FT CLASS 4 DF	503-3702-44607		1,111.00	11,110.00
3	15		40FT CLASS 2 DF	503-3702-44607		1,476.00	22,140.00
4	5		35 FT CLASS 4 DF	503-3702-44607		916.00	4,580.00
WOOD POLES- ELECTRIC							
QUOTES: WESTERN UNITED ELECTRIC, STELLA JONES & BELL LUMBER							

SUBTOTAL: 46,535.00**TOTAL TAX:** 0.00**SHIPPING:** 0.00**TOTAL** 46,535.00**Chief Purchasing Office** _____**Date:** _____**Director of Finance:** Requisition approved electronically.**City Manager:** Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



REQUISITION

Requisition #: 90667

Date: 09/05/2023

Vendor #: 0204

ISSUED TO: SIERRA ELECTRIC CO-OP, INC.
P.O. BOX 290
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 PROFESSIONAL ENGINEERING SERVICES		0.00 306-6103-48598	37,000.00
PO Description: PROFESSIONAL ENGINEERING SERVICES Detailed Description: FOR T OR C ELECTRIC - CMO				

Authorized By: _____

SUBTOTAL:	37,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	37,000.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 13, 2023

Agenda Item #: H.4

SUBJECT: Engagement Agreement for Municipal Advisory Services between the City of Truth or Consequences and Bosque Advisors, LLC

DEPARTMENT: City Manager's Office

DATE SUBMITTED: September 5, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

An agreement with Bosque Advisors, LLC, an independent registered municipal advisory firm, to provide certain municipal advisory services to the city.

Recommendation:

Approve

Attachments:

- Engagement Agreement
- -

Fiscal Impact (Finance): Yes

\$56,000.00

Legal Review (City Attorney): Yes

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 9-13-2023

ENGAGEMENT AGREEMENT

FOR

MUNICIPAL ADVISORY SERVICES

This Engagement Agreement for Municipal Advisory Services ("Agreement") is made this 21st day of August, 2023, by and between the City of Truth or Consequences New Mexico ("Issuer") located at 505 Sims, Truth or Consequences, NM 87901, and Bosque Advisors, LLC, located at 2305 Renard Place SE, Suite 220, Albuquerque, New Mexico, 87106.

PURPOSE: The Issuer deems it in its best interest to engage and retain Bosque Advisors, LLC, in its capacity as an independent registered municipal advisory firm, to provide certain municipal advisory services to the Issuer, including but not limited to the preparation of supporting data, bond market information, assistance in obtaining bond ratings, and assistance in investor negotiations, regarding various Issuer projects ("Projects") which may result from time to time in the issuance of bonds, notes, refunding bonds and/or the use of other financial instruments ("Transactions").

CONSIDERATION: Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

SPECIFIC PROVISIONS: The provisions of the above "Purpose" section are material and binding terms of this Agreement.

MUNICIPAL ADVISORY SERVICES

1. Bosque Advisors, LLC's Obligations, Scope of Services and Limitations on Scope of Services. Bosque Advisors, LLC shall provide the Issuer with the following municipal advisory services for or related to any Transactions (collectively, the "Scope of Services"), subject to the limitations set forth herein:
 - A. Will work with the Issuer, and others as directed by the Issuer, concerning the legal and financial issues associated with any Transactions.
 - B. Will attend meetings and be available to the Issuer, and its other agents, for consultation and conference at times and places mutually agreed upon.
 - C. Will assist the Issuer in the preparation, coordination and distribution of printed matter for or related to any Transactions to acquaint the Issuer's population with the benefits and financial considerations of any Transactions.
 - D. Will prepare financial information and schedules necessary to acquaint the Issuer with the benefits of the various forms of debt financing for any Transactions.
 - E. Will assist in the preparation of a credit presentation for bond rating agencies and bond insurance companies, if any.
 - F. Will assist in the collection of information and the preparation of the documents necessary to accomplish any Transactions including any related contracts, agreements or other documents related

to offering securities either for purchase or sale, all of which shall be appropriately executed and satisfactory to the Issuer.

- G. Will prepare requests, schedules, and applications to ensure the Issuer may engage state governmental programs, including legislative or executive agency authorizations, for debt financing or grant participation.
- H. Municipal Securities Rulemaking Board ("MSRB") Rule G-42 requires that Bosque Advisors, LLC, when acting as Issuer's municipal advisor, make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action, or that form the basis for any advice (recommendations) provided by Bosque Advisors, LLC to Issuer regarding any municipal financial product or the issuance of municipal securities. Rule G-42 also requires that Bosque Advisors, LLC undertake a reasonable investigation to determine that it is not basing any such advice (recommendation) on materially inaccurate or incomplete information. Bosque Advisors, LLC is also required under Rule G-42 to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- I. MSRB Rule G-42 requires that Bosque Advisors, LLC provide Issuer with disclosures of (i) material conflicts of interest, and (ii) of information regarding certain legal events and disciplinary history. Those disclosures are provided in Bosque Advisors, LLC's Municipal Advisory Disclosure Statement delivered to Issuer prior to or together with this Agreement.
- J. It is expressly understood and agreed that, under this Agreement, Bosque Advisors, LLC is acting as a municipal advisor and fiduciary to the Issuer for or related to any Transactions.
- K. It is expressly understood and agreed that the Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Transaction or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.
- L. The Scope of Services may be changed only by written amendment or supplement to this Agreement. The parties agree to promptly amend or supplement the Scope of Services described above to reflect any material changes or additions to the Scope of Services.

2. Issuer's Obligations. The Issuer's obligations shall include the following, subject to the limitations set forth herein:

- A. Retain Bosque Advisors, LLC as its municipal advisor for and related to any Transactions.
- B. Cooperate with Bosque Advisors, LLC in the proper development of any Transactions and provide all pertinent, accurate and complete information needed to allow Bosque Advisors, LLC to (i) fulfill its duties under Rule G-42, (ii) provide the Issuer with informed advice, and (iii) support any desired Transactions on behalf of the Issuer.
- C. To the extent Issuer seeks to have Bosque Advisors, LLC provide advice with regard to any recommendation made to Issuer by a third party, Issuer agrees that it will provide Bosque Advisors, LLC with written direction to do so, as well as any information Issuer has received from such third party relating to its recommendation.

- D. Issuer agrees to observe and comply with the limitations on Bosque Advisors, LLC's Scope of Services described above.
- E. Will retain a nationally recognized firm of bond attorneys and utilize the services of the Issuer's attorney for and related to any Transactions.
- F. Will pay for all costs of legal advice, printed matter, advertising, bond ratings, bond insurance premium, required audits and other professional services for and related to any Transactions.
- G. Reimburse Bosque Advisors, LLC for all reasonable costs and expenses incurred by Bosque Advisors, LLC that are related to the Transactions, including but not limited to reasonable travel expenses to meet with the Issuer, or rating agencies, if any.
- H. Pay Bosque Advisors, LLC an advisory fee of as shown on the attached Fee Proposal and according to the schedule.

GENERAL TERMS

3. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of New Mexico.

4. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties.

5. **Term.** The term of this Agreement shall be effective as of August 21, 2023 and shall remain in effect thereafter for a period of one year from the date of execution, except as terminated earlier pursuant to the provisions below.

6. **Termination.** Either party shall have the right to terminate this Agreement in full for any reason by providing written notice to the other party at least thirty (30) days prior to the stated termination date. In the event of any violation or default of the terms of this Agreement by Bosque Advisors, LLC, the Issuer shall provide written notice to Bosque Advisors, LLC of any such violation or default, and Bosque Advisors, LLC shall have thirty (30) days to cure such default. If Bosque Advisors, LLC is not able to cure the default to the Issuer's satisfaction by the end of such cure period, the Issuer thereafter shall have the right to immediately terminate this Agreement. At the termination of this Agreement, in any such manner, the Issuer shall reimburse Bosque Advisors, LLC such reasonable costs and expenses incurred to the date of such termination, and shall pay Bosque Advisors, LLC such compensation earned to the date of such termination, which payment shall be in full satisfaction of all claims against the Issuer under this Agreement.

7. **Authority.** Each of the undersigned representatives of the respective parties represents and warrants that he or she has full legal authority to execute this Agreement on behalf of that respective party. In addition, the Issuer further represents and warrants that unless the Issuer provides written notice to Bosque Advisors, LLC to the contrary, any officer of the Issuer has the authority (i) to act on behalf of the Issuer, (ii) to request or direct on behalf of the Issuer that Bosque Advisors, LLC take or refrain from taking certain actions within the Scope of Services under this Agreement, and (iii) to sign any documents on behalf of the Issuer.

Bosque Advisors, LLC

City of Truth or Consequences, NM

8. Execution. This Agreement may be executed in multiple counterparts and together such counterparts will be deemed an original.

IN WITNESS WHEREOF, the parties here have executed this Agreement the day and year first above written.

AGREED TO AND ACCEPTED:

Bosque Advisors, LLC

DATE:

Mark Valenzuela

August 21, 2023

Title of Person: Managing Principal

City of Truth or Consequences, New Mexico

Title of Person: _____

Bosque Advisors Appendix. Fee Schedule Supporting Municipal Advisory Engagement

City of Truth or Consequences, NM - Base Fee Schedule^{1,2,3}

Type of Bonds/Loans	Size of debt issuance			
	\$0 to \$2 million	Over \$2 million to \$4 million	Over \$4 million to \$6 million	Over \$6 million
General Obligation Bonds (property tax) or refunding of existing debt type	\$ 17,500.00	\$ 25,000.00	\$ 32,500.00	\$ 40,000.00
Tax-Backed Obligations (1.2 times GO bonds), which included gross receipts tax debt obligations or refunding of existing debt type	\$ 22,750.00	\$ 32,500.00	\$ 42,250.00	\$ 52,000.00
Revenue Bonds (1.4 times GO bonds) includes enterprise revenues or refunding of existing debt type	\$ 24,500.00	\$ 35,000.00	\$ 45,500.00	\$ 56,000.00

¹ Base fees do not include gross receipts tax.

² Bosque Advisors, LLC will charge for out-of-state travel, if required, based on the City of Truth or Consequences travel reimbursement policies.

³ Bosque Advisors, LLC will not invoice for annual fees to not exceed \$60,000.00, if multiple bond issuances are undertaken during one fiscal year.

**Form of
DISCLOSURE STATEMENT
OF
MUNICIPAL ADVISOR**

DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR

This Disclosure Statement is provided by Bosque Advisors, LLC ("Municipal Advisor") to City of Truth or Consequences, located in Truth or Consequences, New Mexico (the "Client") in connection with a municipal advisory engagement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their client's disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this RFQ, together with explanations of how the Municipal Advisor addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of Municipal Advisor's with respect to all of the conflicts disclosed below, the Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obliges the Municipal Advisor to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to the Municipal Advisor's financial or other interests. Furthermore, the Municipal Advisor's municipal advisory supervisory structure provides strong safeguards against individual representatives of the Municipal Advisor potentially departing from their regulatory duties due to personal interests. The list of disclosures below represents potential areas for conflicts of interest, and if applicable, the process Municipal Advisor provides mitigation of such conflict:

- i. **Affiliate Conflict.** Municipal Advisor does not own any interest or receive benefit from affiliates who may conduct business with Client.
- ii. **Payments to Be Retained.** Municipal Advisor does not and will not pay a solicitor municipal advisor registered under the Securities Exchange Act (the "Solicitor"), to solicit Clients on its behalf.
- iii. **Payments from Third Parties for Recommendations.** Municipal Advisor does not solicit and will not accept payment from a third-party to recommend the Recommended Third-Party to Client to provide any services to Client.
- iv. **Fee-Splitting Arrangements.** Municipal Advisor does not split fees, and we have no agreements to do so for the Client municipal advisory business.
- v. **Compensation-Based Conflicts.** The fees due under this potential Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issuance of Bonds or debt obligation. While this form of compensation is customary, this may present a conflict because it could create an incentive for the Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above. Additionally, the Municipal Advisor will provide the Client with a full assessment of financing alternatives with associated fees to provide the Client relevant information to make an informed decision.
- vi. **Other Municipal Advisor Relationships.** Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. None of these other engagements or relationships would impair Municipal Advisor's ability

- to fulfill its regulatory duties to Client. Municipal Advisor will communicate with Client if other engaged clients are pursuing transactions within a similar timeframe.
- vii. **Broker-Dealer and Investment Advisory Business.** Municipal Advisor is NOT a broker-dealer or and investment advisory firm.
 - viii. **Secondary Market Transactions in Client's Securities.** Municipal Advisor is NOT a broker/dealer and will not take a principal position in securities, including securities of Client, and therefore Municipal Advisor will not have interests in conflict with those of Client.
 - ix. **Municipal Advisor Also Advising Conduit Borrower.** Municipal Advisor does not represent any conduit borrower with respect to an Issue under this Agreement.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their client's certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

- i. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the Securities and Exchange Commission (SEC).
- ii. **How to Access Form MA and Form MA-I Filings.** Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://https://www.sec.gov/edgar/browse/?CIK=1878457>.
- iii. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Municipal Advisor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: August 21, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 13, 2023

Agenda Item #: H.5

SUBJECT: United States Army Donations Program Qualification for Donation of Combat Material
DEPARTMENT: City Manager's Office
DATE SUBMITTED: September 5, 2023
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

The Veteran's Memorial Park would like to proceed with filling out required qualification paperwork to possibly have a helicopter donated to display at the park.

Recommendation:

Approve

Attachments:

- United States Army Donations Program Qualification for Donation of Combat Material
- [Click here to enter text.](#)

Fiscal Impact (Finance): Unknown

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 9-13-2023

PRIVACY ACT NOTICE

SECTION I - ORGANIZATION INFORMATION			
1. Organization Name: City of Truth or Consequences	2. City: Truth or Consequence S	3. State: New Mexico	
SECTION II - NOTICE			
<p>The Army Donations Program office uses information that may be personal in nature to qualify civilian organizations to receive United States Army property. This personal information may include but is not limited to: name, social security number, driver's license number, taxpayer identification number, private telephone number (cell or home), private fax number, e-mail address, home address, fingerprints, etc.</p> <p>The disclosure of personal information is voluntary. Your organization may choose to provide public information such as your building address, telephone number, fax number, etc. in lieu of personal information with respect to qualifying or retaining government property. In the event your organization decides to use personal information, each individual providing such data is required to complete one of these forms. The individual should fill in the blanks at the bottom of this document, sign the form, and return it to this office for placement in your file.</p> <p>Personal information will only be used with respect to donation program requirements. Personal information will not be disclosed, discussed, or shared with other individuals unless they are directly involved in the donations process and have a direct need-to-know. Any personal information that is provided will be safeguarded and protected to the best of our ability.</p>			
SECTION III - ACKNOWLEDGEMENT			
<p>I hereby request and authorize the donations office to collect, maintain, store, disseminate, and use Personally Identifiable Information (PII) with respect to qualifying the undersigned organization to receive and/or retain United States Army property.</p>			
1. Signature:		2. Date:	
3. Printed Name of Person Signing (First, Middle Initial, Last): Amanda Forrister		4. Title of Signer: Mayor	
5. Street Address: 505 Sims St	6. City: Truth or Consequence S	7. State: NM	8. Zip Code: 87901

Email to: usarmy.detroit.tacom.mbx.ilsc-donations@army.mil

Mailing Address: US Army Tank-Automotive and Armaments Command, ATTN: Army Donations Program Office, M/S 419D, 6501, East 11 Mile Road, Detroit Arsenal, MI 48397-5000

**United States Army Donations Program
Qualification for Donation of Combat Materiel**

Information Page

Please complete the following questionnaire and return this form with the required documents outlined below:

Full Name of Organization (ORG): City of Truth or Consequences

ORG Physical Address: 505 Sims Street

City: Truth or Consequences State: New Mexico Zip Code: 87901

Telephone Number: 575-894-7723 FAX Number: 575-894-7767

ORG E-mail Address: agonzales@torcnm.org

ORG Mailing Address (if different than above): _____

City: Truth or Consequences State: New Mexico Zip Code: _____

ORG Representative (REP): Amanda Forrister, Mayor

Contact Information (If Different than above), Telephone Number: _____

Contact E-mail Address (If Different than above): _____

Name of Organization that owns the display site: City of Truth or Consequences

Address of Display site (if different from ORG): 996 S Broadway

City: Truth or Consequences State: New Mexico Zip Code: 87901

GPS Display Site Coordinates: 33.12104, -107.26519

Type of Combat Equipment being requested (**check only one**):

☐ Tracked Vehicle ☐ Towed Artillery ☒ Helicopter ☐ Any Combat Material

Size Restrictions, maximum Length and Width: _____ Feet x _____ Feet

Do you currently possess combat equipment as static display? ☐ Yes ☒ No

REP's Signature

Date

**United States Army Donations Program
Qualification for Donation of Combat Materiel**

Acknowledgements Page

Please read the following conditions and initial after each.

- (1) Combat Material issued to your organization cannot be loaned, sold, transferred, given to or used by any other organization. This equipment remains the property of the United States Government and must be returned to the US Army when no longer needed by your organization. _____ **(Initial)**
- (2) **Our program does not maintain a stockpile of equipment.** The availability of any Army equipment for use as a static display is very limited as most pieces come from organizations that are closing or combining with others. As such, there is an extensive wait time of, potentially, several years. _____ **(Initial)**
- (3) Requests made by organizations that are not in compliance with the terms or conditions of previous donations received from this office will not be processed until compliance issues are resolved. _____ **(Initial)**
- (4) Multiple factors are assessed when determining how equipment is distributed to qualified organizations. Factors include the age of the request, type of item requested, number of items already issued to the requesting organization, size restrictions, item location, organization's funding, and the urgency of item relocation. _____ **(Initial)**
- (5) Combat Material issued to your organization may not be transferred to or displayed on private property. _____ **(Initial)**
- (6) **Organizations are responsible for all costs regarding static display equipment, which can potentially exceed several thousand dollars.** The possible costs include all release, demilitarization, display site preparation and transportation fees associated with the conditional loan of display equipment as well as the maintenance of the piece throughout the duration of the donation. _____ **(Initial)**
- (7) Organizations are responsible for the long-term maintenance of any static equipment they are issued as well as all costs incurred providing that maintenance (examples: paint, labor, restoration, etc.). _____ **Initial**
- (8) Once you have submitted the requested documentation, a Donations Specialist will review your file to determine if additional information or documentation is required. The point of contact listed on the static checklist will be notified when your organization has qualified to receive equipment and is on the equipment waiting list. _____ **(Initial)**
- (9) Once your organization has qualified, you will be offered a suitable display piece when one becomes available. Your request will remain in an open wait status for a period of three years or until an offer has been made to fulfill the request. _____ **(Initial)**

August 2022

**United States Army Donations Program
Qualification for Donation of Combat Materiel**

**Static Display Requirements Page for Veterans' Service Organizations and
Municipalities**

Documentation may be emailed to usarmy.detroit.tacom.mbx.ilsc-donations@army.mil or mailed to our address at:

Commander
US Army Tank-Automotive and Armaments Command
M/S: 419D
6501 E. 11 Mile Road
Detroit Arsenal, MI 48397-5000

- (1) **Qualification Checklist for Donation of Combat Materiel for Veterans' Service Organizations and Municipalities** (enclosed) _____ **Initial**
- (2) **Written Request** for combat equipment under 10 USC 2572. The request must be signed by the highest ranking official (Mayor, Village President, County Commissioner, Commander, Commandant, and so on) of the organization. _____ **Initial**
- (3) **National Headquarters' Endorsement Letter.** Only required if your organization is a recognized veterans' service organization such as the American Legion, VFW, DAV, MCL, and so on. Forward a copy of your written request for combat equipment to your national headquarters for verification that your organization is in good standing. Your national headquarters will then endorse and forward your request to the Army Donations Program Office at TACOM for processing. _____ **Initial**
- (4) **Privacy Act Notice** (enclosed) _____ **Initial**
- (5) **Certificate of Incorporation** under State Law, City/County Charter, or other legal documentation substantiating recognition, as a governmental entity of the state. **(only required for municipalities)** _____ **Initial**
- (6) **Map of the Local Area/GPS Coordinates with Site Photographs.** This map must pinpoint the location of your organization's proposed display site and must be detailed enough to permit visitors and/or inspectors unfamiliar with the local area to easily find the display. Photographs must show where you intend to place the display item and must include surrounding landmarks, such as your facility, park signs, etc. _____ **Initial**
- (7) **Landowner Approval (required for all municipalities and for organizations that do not own the intended display site).** Provide a copy of the approval under the letterhead (i.e., council minutes or resolution) of the City/Township Council, County Board of Commissioners, and/or other appropriate law-making governing body showing that they will allow the static display to be placed on public land. Equipment may never be displayed on private property. _____ **Initial**



Veterans Memorial Park
33° 7'16.73"N
107°15'54.32"W

New Mexico State Veterans Home
33° 7'15.36"N
107°15'47.27"W



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 13, 2023

Agenda Item #: H.6

SUBJECT: Discussion/Action – Accept Department of Finance 2023 Federal Matching Fund Award and execute agreement

DEPARTMENT: Community Development

DATE SUBMITTED: September 1, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

In June 2023 the City submitted a DFA 2023 Federal Matching Grant application. Matching funds were available for Federally Funded projects only. The city applied for and was awarded matching funds for the Truth or Consequences Vision Zero Safety Action Plan Safe Streets for All Grant in the amount of \$40,800.00.

Recommendation:

Accept award and execute grant agreement

Attachments:

- 2023 Federal Matching Fund Award Letter
- Grant Agreement 23-ZG5050-21
- Safety Action Plan Award Information

Fiscal Impact (Finance): Yes

Reimbursement Grant

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 9-13-2023



New Mexico
Department of Finance
and Administration

407 Galisteo St,
Santa Fe, NM 87501
(505) 827- 4985

Michelle Lujan Grisham, Governor
Wayne Propst, Cabinet Secretary

Local Government Division
Wesley Billingsley, Division Director

August 18, 2023

Amanda Forrister, Mayor
City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901

RE: 2023 Federal Matching Fund Award

Dear Mayor Forrister:

It is my pleasure to inform you that the City of Truth or Consequences' application for the **2023 Federal Matching Fund** for state and local match assistance for federal grants is approved in the amount of \$40,800.00.

The DFA, Local Government Division staff will issue grant agreements this week. Please be aware that the City cannot expend or incur costs against this grant until a grant agreement with the Department of Finance and Administration (DFA), Local Government Division (LGD) has been fully executed. Any expenses incurred prior to having a fully executed grant agreement will be the sole responsibility of the City.

If you have any questions please contact Lynda Martinez, CDB Project Manager on the CDB team at Lynda.Martinez@dfa.nm.gov; 505-699-3971.

Respectfully,

DocuSigned by:
A handwritten signature in black ink that reads "Wesley Billingsley".
D891C24BB85B4E9...

8/18/2023

Wesley Billingsley, Director
Local Government Division

xc: Carmen Morin, Community Development Bureau (CDB) Chief
Lynda Martinez, CDB Project Manager

APPROPRIATION RECIPIENT:

City of Truth or Consequences

<u>APPROPRIATION NUMBER:</u>	<u>APPROPRIATION AMOUNT:</u>	<u>REVERSION DATE:</u>
23-ZH5050-21	\$40,800.00	June 30, 2024

APPROPRIATION LANGUAGE

Forty Thousand Eight Hundred Dollars and Zero Cents (\$40,800.00) for state and local match assistance for federal grants. Funds unexpended by June 30th, 2024, will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 12th, 2024. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that **City of Truth or Consequences**

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

Appropriation Recipient Representative

Date

Appropriation Recipient CFO

Date

APPROVAL

In in accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation 23-ZH5050-21 in the amount of \$40,800.00.


Director, Local Government Division

Date

1. **Award No.**
693JJ32340445
2. **Effective Date**
See No. 17 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901

Unique Entity Id.: YRPKBBHU1EJ8
TIN No.: 85-6000144
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective date of Award - 24 months
7. **Total Amount**
Federal Share: \$163,200
Recipient Share: \$40,800
Other Federal Funds: \$0
Other Funds: \$0
Total: \$204,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")
10. **Procurement Request No.**
HSSP230508PR
11. **Federal Funds Obligated**
\$163,200
12. **Submit Payment Requests To**
See article 20.
13. **Payment Office**
See article 20.
14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.610066
15. **Description of Project**
The award will be used by the City of Truth or Consequences to develop a comprehensive safety action plan.

RECIPIENT**16. Signature of Person Authorized to Sign**

 7/12/23
Signature Date
Name: Angie Gonzales
Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION**17. Signature of Agreement Officer**

SUSAN
MARLENE YENNE
Digitally signed by SUSAN
MARLENE YENNE
Date: 2023.08.02 09:29:45 -07'00'
Signature Date
Name: Susan Yenne
Title: Agreement Officer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 13, 2023

Agenda Item #: H.7

SUBJECT: Request to renovate the Armory into a new Police Department, and explore financial options

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: September 8, 2023

SUBMITTED BY: Angela Torres

WHO WILL PRESENT THE ITEM: Chief of Police Tavizon

Summary/Background:

This is a request to renovate the Armory into a new Police Department, and have discussions about exploring financial options.

Recommendation:

Approval of request.

Attachments:

• -
-

Fiscal Impact (Finance): Unknown

\$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 9-13-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 13, 2023

Agenda Item #: H.8

SUBJECT: Approval of Service Agreement for the School Resource Officer at Hot Springs School District

DEPARTMENT: Police Department

DATE SUBMITTED: September 8, 2023

SUBMITTED BY: Luis Tavizon

WHO WILL PRESENT THE ITEM: Chief of Police Tavizon

Summary/Background:

Seeking Commission approval to enter into a School Resource Officer Service Agreement between the Truth or Consequences Municipal Schools and the Truth or Consequences Police Department

Recommendation:

Approval of Agreement.

Attachments:

- School Resource Officer Service Agreement between the Truth or Consequences Municipal Schools and the Truth or Consequences Police Department

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. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 9-13-2023

THIS SERVICE AGREEMENT dated this _____, day of _____, 2023

BETWEEN AND BY:

Truth or Consequences Municipal Schools (TCMS)
910 N. Date Street
Truth or Consequences, N.M. 87901

AND

City of Truth or Consequences Police Department (TCPD)
507 McAdoo St.
Truth or Consequences, N.M. 87901

WHEREAS, the TCMS requires the services of a School Resource Officer (SRO) and the TCPD agrees to provide and manage for the TCMS an SRO in the TCMS consisting of one full-time SRO, their vehicle, supplies and equipment and the TCMS agrees to reimburse the TCPD for its expenses in providing the said SRO program; and

WHEREAS the TCMS and TCPD desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO in the TCMS;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section I: Goals and Objectives

It is understood and agreed that the TCMS and TCPD officials share the following goals and objectives with regard to the SRO in the schools:

Foster a positive community relationship with students, school officials, and parents to include participating in educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;

Attend extra-curricular activities held at schools, when possible, such as school board meetings, athletic events, and other school functions;

Act swiftly and cooperatively when responding to reports of criminal offenses at school;

Report crimes that occur on campus to school officials, and investigate any crime reported that occurred within TCPD jurisdiction. Assist with home visits for truancy, attendance, or student welfare issues at residences within the city. If the crime did not occur or a residence is not located within TCPD jurisdiction, the SRO shall cooperate and refer such case to a law enforcement agency that has jurisdiction to investigate the matter.

Provide traffic control at schools for the safety and protection of students and the general public.

Section II: Employment and Assignment of School Resource Officers

TCPD agrees to employ one SRO during the term of this agreement. The SRO shall be an employee of the TCPD and shall be subject to the administration, supervision, and control of the TCPD and City of Truth or Consequences, except as such administration, supervision, and control is subject to the terms and conditions of this Agreement.

The SRO shall be subject to all other personnel policies and practices of the TCPD and the City of Truth or Consequences. TCPD and the City of Truth or Consequences, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO. The TCPD shall hold the TCMS free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practices brought by the SRO.

In the event an SRO is absent from work for less than one school day, the SRO shall notify their supervisor in the TCPD and TCMS agrees that on-duty patrol officers will handle calls for services arising from TCMS while the SRO is absent. TCPD agrees to assign another police officer to substitute as an SRO only when the SRO is absent from the school for more than one school day. TCPD agrees to notify the superintendent when an SRO is absent from the school for a period exceeding one school day.

SRO will provide each school principal and superintendent with his or her working schedule and phone number contact information. TCMS agrees that the SRO may have occasions during a school work day where he or she may be not physically present at the schools such as but not limited to: attendance at court-ordered hearings, attendance at department meetings and/or training, attendance at prosecution meetings, assistance to on-duty patrol officers/detective, or conducting traffic safety enforcement operations near or around school zones.

Section III: Compensation

For and in consideration of the TCPD providing the SRO Program as described herein, the TCMS agrees to reimburse the City of Truth or Consequences fifty-nine thousand dollars (\$59,000) per school twelve-month period, subject to approval by the Truth or Consequences City Commission and the Truth or Consequences Municipal Schools School Board. The said compensation shall occur in twelve equal monthly installments on or about the first day of each calendar month by the TCMS to the City of Truth or Consequences. Any SRO incurred overtime compensation (any hours after the 8th hour per city pay period) related to TCMS SRO duties shall be billed to TCMS at the end of the month and due payable to the City of Truth or Consequences by the 10th day of the following month.

Section IV: Duty Hours

The maximum number of hours that an SRO officer shall be on duty in a workweek shall be 42 hours and the minimum shall be 40 hours. Specific SRO duty hours are 7:30 a.m. to 3:30 p.m. during school-in-session days. Prior SRO schedule change arrangements can be made when there is an agreement between TCMS and the assigned SRO to include allowing the SRO to change the above specific duty hours on particular days (i.e., flex Fridays) to other days/times so that the SRO can attend extracurricular activities to include any school-sponsored meetings, events, functions including athletic events on regular work time opposed to overtime.

TCMS agrees to provide TCPD a schedule or reasonable notice of extracurricular activities to include any school-sponsored meetings, events, or functions including athletic events, for which the SRO presence is requested. TCMS agrees to compensate TCPD for any overtime hours (any hours after the 84th hour per city pay period) worked by the SRO at their request. When school is not in session, the SRO shall perform regular law enforcement duties within the city at the direction of TCPD.

It is understood and agreed that time spent by SRO attending court juvenile, criminal cases, and/or any other official matter arising from and/or out of their assignment as an SRO shall be considered as hours worked under this Agreement. TCMS agrees that in the event of an emergency, the SRO is ordered by the TCPD to leave their school duty station during normal duty hours as described above and to perform other services for the TCPD, the time spent shall not be considered hours worked under this Agreement, but the SRO shall make-up those hours in the current or upcoming pay period.

Section V: Basic Qualifications of School Resource Officers (SROs)

To be an SRO, an officer must first meet all of the following basic qualifications:

Shall be a commissioned law enforcement officer;

Shall possess sufficient knowledge of the applicable Federal and State laws, City Ordinances, and Board of Education policies and regulations;

Shall be capable of conducting criminal investigations;

Shall possess even temperament and set a good example for the students; and

Shall possess communication skills that would enable the officer to function effectively within the school environment.

Section VI: Duties of School Resource Officers (SROs)

To protect the lives and property of community residents, school employees, students, and visitors;

To provide traffic control at schools for the safety and protection of students and the general public;

To enforce Federal, State, and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations;

To investigate criminal activity committed on or adjacent to school property or in school facilities or transportation vehicles within city limits;

To answer questions that students may have about State, Federal, or Local laws;

To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

To provide security for special school events or functions, such as school meetings, at the request of the principal.

Section VII: Chain of Command

As employees of the TCPD, the SRO shall follow the chain of command as set forth by TCPD leadership. In the performance of their duties, the SRO shall coordinate and communicate with the principal or the principal's designee.

Section VIII: Training/Briefing

The SRO shall be required by the TCPD to attend training and/or briefing sessions. These sessions will be held at the direction of the TCPD and any time spent in these sessions shall be considered time worked under this Agreement.

Training sessions will be conducted to provide the SRO with appropriate in-service training as required by law. The TCMS also may provide training to the SRO on Board of Education policies, regulations, and procedures.

Section IX: Dress Code, Supplies and Equipment

TCPD shall provide the SRO uniforms/equipment/department-assigned vehicle. In addition, the TCPD agrees to:

Maintain the vehicles assigned to SROs; pay for gasoline, oil replacement tires, and other expenses associated with the operation of the said vehicles; and purchase and maintain comprehensive general auto liability insurance on the said vehicles.

TCPD agrees to provide the standard-issued pistol and round of ammunition for each SRO. TCMS agrees to provide the SRO with the usual and customary office supplies at each school site as needed in the performance of their duties.

Section X: Transporting Students

It is agreed that the SRO shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist; and when students are suspended/expelled and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

In cases where the parents refuse to pick up the student, the SRO shall contact the Children, Youth, and Families Department (CYFD) to inform them of the situation and arrange proper care for the student. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive the TCMS school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

If feasible and when able to, the SRO shall notify the school principal or appropriate school official about a student needing to or being removed from campus.

Section XI: Investigation, Interrogation, Search and Arrest Procedures

The SRO shall adhere to the standard operating procedures (SOP) for the investigation of crimes and interrogation, search, and arrest of students as written by TCPD policies, procedures, and state law.

Section XII: Search Procedures

If the school official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student, and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. If the search uncovers evidence of criminal misconduct, the evidence shall be turned over to the SRO. SRO may search a student or the student's possession including a vehicle only when probable cause to apply and obtain a search warrant, obtaining owner consent, and/or other exceptions to the search warrant rule such as but not limited to plain view doctrine, search incident to arrest, or exigent circumstances.

Section XIII: Controlled Substances

School officials shall notify the SRO in all cases involving the possession, sale, or distribution of controlled substances at school or school activities. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for further investigation and custody.

Section XIV: Access to Education Records

School officials shall allow SROs to inspect and copy demographic records (i.e.; name, date of birth, address, phone number, parental information, grade, and school photograph) as maintained by the school. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.

If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

Section XV: Term of Agreement

The term of this agreement is one year from the day and year first written above. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of nonrenewal is given by either party, in writing, with at least a sixty (60) day notice.

Section XVI: Insurance and Indemnification

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 limitations 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 modified and/or waives any provision of the New Mexico Tort Claims Act.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date noted below:

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:

TRUTH OR CONSEQUENCES
MUNICIPAL SCHOOLS BOARD

School Attorney

School Board President

ATTEST:

Date: _____

Superintendent

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:

TRUTH OR CONSEQUENCES
CITY COMMISSION

City Attorney

Mayor

ATTEST:

Date: _____

City Clerk

City Manager



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 13, 2023

Agenda Item #: H.9

SUBJECT: Discussion/Action: Contract Renewal with Parkhill
DEPARTMENT: City Manager's Office
DATE SUBMITTED: September 6, 2023
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

City entered into a contract agreement with Parkhill for 1 year with the ability to renew for 3 additional years with Commission Approval. Staff would like to renew the contract for 3 additional years.

Recommendation:

Approve and execute Parkhill Contract for 3 years.

Attachments:

-
- Parkhill contract
-
-

Fiscal Impact (Finance): Yes

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC agendas 9-13-2023

**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 **April 13, 2022** (“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 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 shall be for a period of one year and may be renewed by mutual agreement of the parties hereto for up to three (3) additional one year periods effective April 14, 2023.

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, 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, ACKNOWLEDGMENTS

- 5.1 Contractor covenants 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 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 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 that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants 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 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.
- 5.6 Contractor covenants 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 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 that each individual signing this Contract on behalf of Contractor 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 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.
- 5.8 Contractor covenants 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.
- 5.9 Contractor covenants and acknowledges that Contractor is financially solvent and able to pay its debts as they mature.

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 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 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 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 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 (\$2,000,000.00) per occurrence or per claim for Professional 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) limit 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. 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 which shall be mailed or delivered to:

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

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

15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 Contractor shall indemnify and hold harmless the City, its Commissioners and employees, from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising out of any 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. Notwithstanding the foregoing, Contractor shall have no obligation to indemnify, defend or hold harmless the City, its Commissioners, employees or agents from or against any claims or actions arising from the gross negligence, reckless disregard for the safety of others or willful misconduct of the City, its Commissioners, employees or agents.
- 15.2 Contractor expressly and specifically and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the City for claims or actions brought

against the City, its Commissioners, employees by any of Contractor's employees which arise from such employee's performance of services in the course of his or her employment relating to this Agreement and that may otherwise be abolished or statutorily excluded pursuant to applicable law, including the New Mexico Statutes, Annotated, Chapter 52, Workers' Compensation (including N.M. Statute sections 52-1-8 and 52-1-9), or other controlling legal authority. Solely for the purpose of Contractor's obligation to indemnify, defend and hold the City harmless as expressly provided in this section 15.2 of this Agreement, Contractor expressly and specifically waives any immunity for such indemnification, defense and hold harmless obligations that may otherwise be afforded under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation, but otherwise, Contractor reserves all rights of immunity and all defenses relating to any direct action or claims brought by or on behalf of Contractor's employee against Contractor, its officers, directors, employees or agents. Notwithstanding the foregoing, Contractor shall have no obligation to indemnify, defend or hold harmless the City, its Commissioners, employees or agents from or against any claims or actions arising from the gross negligence reckless disregard for the safety of others or willful misconduct of the City, its Commissioners, employees or agents.

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 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 sound and accepted industry standards and practices.

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 Commissions, 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 and employees, or servants and Contractor hereby releases and discharges the City, its Commissioners, 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 acts and for the negligent acts of its 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 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. No employee of Contractor shall be or shall be deemed to be an employee 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, 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, 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 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 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 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 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 that during its performance of this Contract, Contractor, or any of its employees, 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 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 that, in connection with this Contract, Contractor and its officers, directors, employees, representatives 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 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 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 8, "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.