

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoeppe
Commissioner*

*Gary Whitehead
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, JUNE 25, 2025; TO START AT 4:00 P.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. COMMISSION COMMENTS

6. STAFF COMMENTS

C. CONSENT CALENDAR

1. Acknowledge Subrecipient FY 24/25 4th Quarter Reports

D. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Approve Resolution 52 24/25 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation and Execute Grant Agreement Co-Op Project Fund. Assistant City Manager Alvarez
2. Discussion/Action: Approve Resolution 53 24/25 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation Municipal Arterial Project Funds and Execute Grant Agreement. Assistant City Manager Alvarez
3. Discussion/Action: Resolution No. 55 24/25 Gardner Learning Center Rental Fees. City Clerk Torres
4. Discussion/Action: Resolution No. 56 24/25 Credit Card Policy. Jocelyn Holguin, Finance Director

D. ORDINANCES/RESOLUTIONS/ZONING Continued...

5. Discussion/Action: Resolution 57 24/25 Adopting the FY 2027-2031 Infrastructure Capital Improvement Plan (ICIP). Yvette Bayless, SCCOG
6. Discussion/Action: Resolution No. 58 24/25 City of Truth or Consequences accepting the ADA Transition Plan. Assistant City Manager Alvarez

E. NEW BUSINESS

1. Discussion/Action: 709 Broad St. Property Abatement Extension Request. Bibiana Gower
2. Discussion/Action: Kennel Permit at 412 Elm Street. Assistant City Manager Alvarez
3. Discussion Action: Accepting the City of T or C Title VI Plan. Assistant City Manager Alvarez
4. Discussion/Action: RFP #2025-05-002 Annual Legal Services Contract Award- Jaime F. Rubin, LLC. Jocelyn Holguin, Finance Director
5. Discussion/Action: RFP #2025-05-002 Annual Legal Services Contract Award- Coppler Law Firm, P.C. Jocelyn Holguin, Finance Director
6. Discussion/Action: Approval of Purchase Requisitions over \$60,000. Jocelyn Holguin, Finance Director
7. Discussion/Action: FY 25/26 Sub-Recipient Grant Application for Geronimo Trail Scenic Byway. City Clerk Torres
8. Discussion/Action: FY 25/26 Sub-Recipient Grant Application for Sierra County Historical Society (Geronimo Springs Museum). City Clerk Torres
9. Discussion/Action: FY 25/26 Sub-Recipient Grant Application for MainStreet Truth or Consequences. City Clerk Torres
10. Discussion/Action: FY 25/26 Sub-Recipient Grant Application for The Club. City Clerk Torres
11. Discussion/Action: FY 25/26 Sub-Recipient Grant Application for Sierra Joint Office on Aging (SJOA). City Clerk Torres
12. Discussion/Action: FY 25/26 Sub-Recipient Grant Application for Domestic Abuse Intervention Center (DAIC). City Clerk Torres
13. Discussion/Action: FY 25/26 Sub-Recipient Grant Application for Companion Animal Action Team (CAAT). City Clerk Torres
14. Discussion/Action: Approve and Accept JPA Sierra County Regional Dispatch Authority. Chief Tavizon
15. Discussion/Action: Approve and Accept 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Funding. Chief Tavizon

F. ADJOURNMENT

The meeting will be streamed through Facebook Live on the City of Truth or Consequences Public Information Facebook Page

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 JULY 9, 2025 at 9:00 A.M.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: C.1

SUBJECT: Acknowledge Subrecipient FY 24/25 4th Quarter Reports

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 20, 2025

SUBMITTED BY: City Clerk's Office

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Contract requires that recipients of Subrecipient funding submit a quarterly report to the City by the 15th of the month following the quarter and by June 3rd for the 4th quarter. This is for acknowledgement purposes only.

Recommendation:

Acknowledge the 4th Quarter Reports

Attachments:

-
- Reports

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

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

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

File Name: CC Agendas 6-25-25

Domestic Abuse Intervention Center
P.O. Box 1711
Truth or Consequences, NM 87901

SUBRECIPIENT GRANT
FY 2024/2025
(4th) QUARTER INVOICE

Date of Invoice: June 2, 2025

Invoice Amount: \$500.00

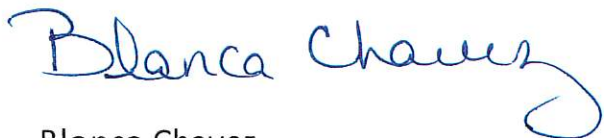
Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$2000.00

Quarter Draw: \$500.00

Please send payment to: *Domestic Abuse Intervention Center*
P.O. Box 1711
Truth or Consequences, NM 87901

Thank you,



Blanca Chavez
575-894-3557

SUBRECIPIENT QUARTERLY REPORT

FY: 2024/2025

ORGANIZATION: Domestic Abuse Intervention Center

(Report is due by the
15th of the month
following the QTR.)

ALLOCATION: \$2000.00 \$500.00
(FY Allotment) (Quarterly Draw)

QUARTER: 4th
(1st/2nd/3rd/4th)

SUBMITTED BY: Blanca Chavez

Print Name

Signature

(Please detail the progress made in providing the services each quarter.)

Statistical Information:	Years	Victimization	Referral		
Female-8	Anglo- 9	18-21- 1	Emotional - 13	Police-3	Sherriff-
Male- 6	Hispanic-4	22-40- 9	Physical- 9	Hospital-	Self Referral-6
	Other- 1	41-59- 4	Sexual- 2	Courts-1	Friends-
		60-74-	Stalking-	Family-	Other-4
		Unknown-	Unknown-	CYFD-	

Type of Contact: _____ Volunteer Hours: Total -1148

Orders of Protection – 9 _____ Cell Phone - 1148

Individual Support Sessions – 3 _____ Administrative -

Group – 135 _____ Crisis-

Victim Advocacy -37.25 _____ Office-

Crisis Intervention- _____ Direct Client Contact (Crisis)

Shelter - _____

Food- 3 _____

CCR -7.5 _____

Case Management - 60 _____

DVOTI Individual Sessions- 3.5 _____

SUBRECIPIENT QUARTERLY REPORT

FY: 2024/2025

ORGANIZATION: Geronimo Trail Scenic Byway

(Report is due by the
15th of the month
following the QTR.)

ALLOCATION: \$5600.

(FY Allotment)

\$1399.97

(Quarterly Draw)

QUARTER: 4th

(1st/2nd/3rd/4th)

SUBMITTED BY: Gina Kelley

Print Name



Signature

This quarter to date (April & May 2025) we have had 871 interactions with visitors – this includes walk-in visitors, email requests for information and telephone calls. By the end of June we estimate the total number for the quarter will be 1300. We estimate that by the end of FY25 we will have had over 4000 visitor interactions in FY25.

We respond to inquiries requesting info on our hot springs, restaurants, galleries, shopping, events and attractions. Our response rate to our emails is over 123%; it is higher than 100% because people keep going back to reopen the emails to get more info.

On behalf of the Sierra County Recreation & Tourism Advisory Board we shipped out 2000 brochures to visitor centers statewide. A total of 16,000 brochures have been distributed in FY25 \$1000 in reimbursed costs for shipping on behalf of SCRTAB was budgeted for FY25; that has been expended and the costs associated with the shipment of brochures were absorbed by the Visitor Center this quarter. Additionally we provided another 500 brochures to local Sierra County lodging & retail businesses.

Other activities:

- **Walking Adventures** tour group that our Director met with last fall was in Las Cruces for a walking convention during the last week in April. En Route to ABQ, they overnighted in T or C so that the group could enjoy Fiesta. Helped them coordinate bus parking and a group meetup spot.
- **Jardineros de Placitas** - Director assisted with coordination of a Spaceport tour for 13 people on 5/24.

Spaceport tours continue to use our Visitor Center as a pickup/dropoff location for their Saturday tours at 9am. On the days that tours occur, the Director opens the Visitor Center at 8am to accommodate tour participants.

In the 4th quarter our volunteers contributed 274 hours. Our volunteer Director contributed another 40 hours & our Board President another 15 hours. The total of 329 volunteer hours are valued at \$8800.75 (\$26.95/hr per the IRS valued volunteer time in New Mexico).

Total Estimated Expenses for the Period:

Telephone/Internet:	\$ 702
Visitor Center supplies:	\$ 93
Office Supplies & Expenses:	\$ 261
<u>Postage & shipping:</u>	<u>\$ 322</u>
Total:	\$ 1378

Total estimated expenses for FY25 = \$5647.

*Sierra County Historical Society
211 Main Street
Truth or Consequences NM 87901*

SUBRECIPIENT GRANT
FY 2024/2025
4th QUARTER INVOICE

Date of Invoice: 01/27/2025

Invoice Amount: \$1,717.16

Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$5,000

Quarter Draw: \$236.15

Remaining Balance \$0.00

Please send payment to: *Sierra County Historical Society*
211 Main Street
Truth or Consequences NM 87901

Thank you,

Merry Jo Fahl

Merry Jo Fahl, Treasurer
Phone No. 575-740-7723

SUBRECIPIENT QUARTERLY REPORT

FY: 2024/2025

ORGANIZATION: Sierra County Historical Society for Geronimo Springs Museum (Report is due by the 15th of the month following the QTR.)

ALLOCATION: \$5,000 \$236.15 QUARTER: 4th
(FY Allotment) (Quarterly Draw) (1st/2nd/3rd/4th)

SUBMITTED BY: Merry Jo Fahl Merry Jo Fahl
Print Name Signature

(Please detail the progress made in providing the services each quarter.)

The City of Truth or Consequences approved \$5,000 for the Geronimo Springs Museum
which is represented by the Sierra County Historical Society. The funds were to be used to
assist with the Museum monthly utility bills for our buildings located at 205 Main Street and
211 Main Street. We will use the funds to pay for water, sewer, electricity, trash and gas.
The buildings at both of these locations are filled with artifacts and information pertaining
to the history of Sierra County.



New Mexico
GAS COMPANY
AN EMERA COMPANY

Billing Date	14-APR-202
Due Date	07-MAY-202
Amount Due	\$38.4
Account Number	044381212-0478466



P1004870 - YNNNNNN

GERONIMO SPRINGS MUSEUM
211 MAIN ST
T or C NM 87901-2838

1301
RB



Page 1 of 2

Bill Date	Account Number	Service Address
14-APR-2025	044381212-0478466-3	211 MAIN ST T OR C, NM

Billing Summary	Payments Received Since Last Statement (Thank You)	\$124.08	
Current Charges	Gas Service	\$38.49	Total \$38.49

Total Amount Due

2019



GERONIMO SPRINGS MUSEUM

(575) 894-6600

211 MAIN STREET

TORONTO CONSEQUENCES, NM 87901

DATE 4/22/25 06-128/1122

\$ 38.49
DOLLARS

CITIZENS BANK OF LAS CRUCES

MEMBER FDIC

P.O. BOX 2108

LAS CRUCES, NEW MEXICO 88004

FOR

0002019 112201284 00127408201



PLEASE DETACH AND ENCLOSE THIS COUPON WITH CHECK PAYABLE TO NEW MEXICO GAS COMPANY

Account Number
044381212-0478466-3

TOTAL AMOUNT DUE \$38.49

Service Address
211 MAIN ST
T OR C, NM

HEAT New Mexico Fund \$
New Mexico Gas Company matches your contribution

1301
RB

New Mexico Gas Company
PO Box 27885
Albuquerque, NM 87125-7885

TOTAL AMOUNT ENCLOSED \$

Please pay \$38.49 no later than MAY 07, 2025

0 5 0443812120478466 3 00000003849 9 6



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



*****SCH 5-DIGIT 87801

1 - 107

HISTORICAL SOCIETY
211 MAIN ST
TRUTH CONSQ NM 87901-2838

Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
6/6/2025	PAID BY DRAFT
Billing Date	Penalty Date
5/22/2025	6/7/2025
Service From	Service To
4/14/2025	5/20/2025
Service Address	
211 MAIN ST	

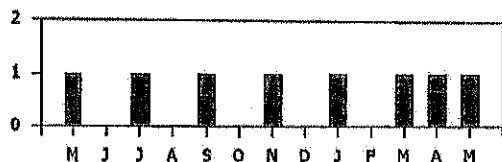
PREVIOUS BALANCE	\$460.00
PAYMENTS	(\$460.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	4/14/2025	185	5/20/2025	186	1
Elec					
Elec	4/17/2025	87,286	5/20/2025	89,125	1,839
Sew					
Ref					
Ref					

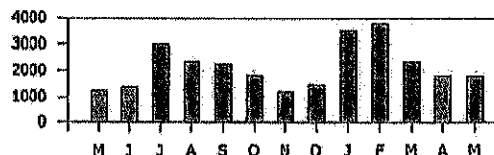
AMP SHORTAGE (\$1,342.35)

WATER TOTAL CHARGE	18.91
ENERGY COST ADJ	114.20
EL TOTAL CHARGE	183.30
SEWER TOTAL CHARGE	18.61
TRASH CHARGE	25.10
TRASH CHARGE	50.22
Tax	\$0.00
AMP Adjustment	\$49.66
CURRENT BILL	\$460.00
AMOUNT DUE	\$460.00

PAID BY DRAFT



WATER



ELECTRIC

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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



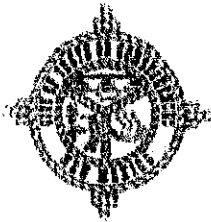
TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901

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

Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
6/6/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	

MF1KUL530001060





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



*****SCH 5-DIGIT 87801

1 - 106

HISTORICAL SOCIETY
205 MAIN ST
TRUTH CONSQ NM 87901-2838

Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
6/6/2025	PAID BY DRAFT
Billing Date	Penalty Date
5/22/2025	6/7/2025
Service From	Service To
4/14/2025	5/20/2025
Service Address	
205 MAIN ST	

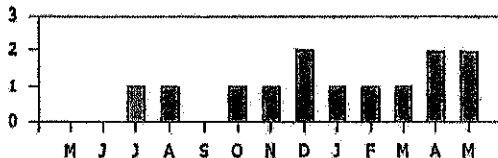
PREVIOUS BALANCE	\$80.00
PAYMENTS	(\$80.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	4/14/2025	14	5/20/2025	16	2
Eleo					
Eleo	4/17/2025	2,884	5/20/2025	3,033	149
Sew					

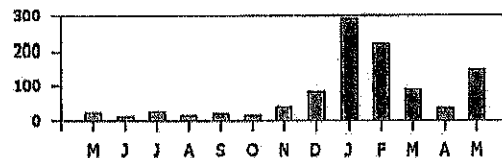
AMP EXCESS \$181.52

WATER TOTAL CHARGE	18.91
ENERGY COST ADJ	9.25
EL TOTAL CHARGE	33.23
SEWER TOTAL CHARGE	23.45
Tax	\$0.00
AMP Adjustment	(\$4.84)
CURRENT BILL	\$80.00
AMOUNT DUE	\$80.00

PAID BY DRAFT

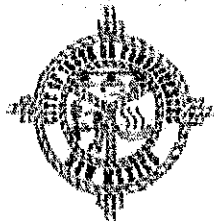


WATER



ELECTRIC

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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



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

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

Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
6/6/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	

MPKKJL530001650





New Mexico
GAS COMPANY®
AN EMERA COMPANY

Billing Date	15-MAY-2025
Due Date	09-JUN-2025
Amount Due	\$35.81
Account Number	044381212-0478466-3

1301
OC



P: 000351 - YNNNNNNN
GERONIMO SPRINGS MUSEUM
211 MAIN ST
T OR C NM 87901

pdf
of
2057

Page 1 of 2

Bill Date	Account Number	Service Address
15-MAY-2025	044381212-0478466-3	211 MAIN ST T OR C, NM

Billing Summary	Payments Received Since Last Statement (Thank You)	\$38.49	
	Gas Service		Total
Current Charges	\$35.81		\$35.81
Total Amount Due			\$35.81

Please pay \$35.81 no later than JUN 09, 2025

Gas Emergencies If you smell gas (a rotten egg odor) or suspect a gas leak, don't delay - get away! Call 9-1-1 or our emergency line anytime day or night at 1-888-664-2726.

Know What's Below Warmer weather brings outdoor projects. Call 811 at least three days before digging. A line locator will mark our buried gas lines up to the meter. It's free, and it's the law.

Go Paperless Add convenience to your life and reduce clutter with paperless billing. You can view and manage your natural gas bill online. Visit www.nmgco.com and click "About Your Bill" to find the link and sign up today.

How to Contact us **Office Address** : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901
 Telephone : 888-664-2726
Call Center Hours **Monday - Friday** : 7:30 AM - 6:00 PM Website: www.nmgco.com
Payment Options **Pay by Phone** : 1-866-508-9320 Pay Online: www.nmgco.com



Scan to Pay



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



*****SCH 5-DIGIT 87801

1 - 168

HISTORICAL SOCIETY
211 MAIN ST
TRUTH CONSQ NM 87901-2838

Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
5/7/2025	PAID BY DRAFT
Billing Date	Penalty Date
4/22/2025	5/8/2025
Service From	Service To
3/13/2025	4/14/2025
Service Address	
211 MAIN ST	

PREVIOUS BALANCE	\$460.00
PAYMENTS	(\$460.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

	PREVIOUS		CURRENT		
	DATE	READING	DATE	READING	USAGE
Wat	3/13/2025	184	4/14/2025	185	1
Elec					
Elec	3/17/2025	85,441	4/17/2025	87,286	1,845
Sew					
Ref					
Ref					

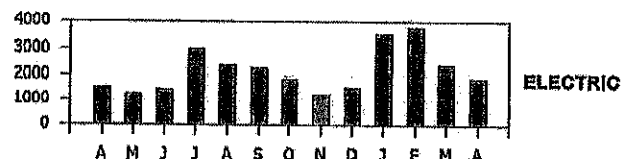
AMP SHORTAGE (\$1,391.10)

WATER TOTAL CHARGE	18.91
ENERGY COST ADJ	114.57
EL TOTAL CHARGE	183.84
SEWER TOTAL CHARGE	18.61
TRASH CHARGE	50.22
TRASH CHARGE	25.10
Tax	\$0.00
AMP Adjustment	\$48.75
CURRENT BILL	\$460.00
AMOUNT DUE	\$460.00

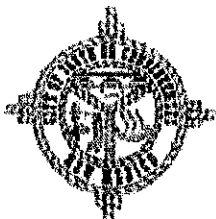
PAID BY DRAFT

RESTRICTED WATERING SCHEDULE

Even Address = Tue Thu Sat Odd Address = Wed Fri Sun
No Watering on Mondays No Watering 10AM to 6PM



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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



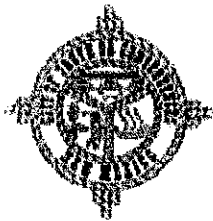
TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 87901

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

Account Number	AMOUNT DUE
3011-05142-00	\$460.00
Due Date	After Due Date Pay
5/7/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	

3VFIHQ13000167011





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



*****SCH 5-DIGIT 87801
1-107

HISTORICAL SOCIETY
205 MAIN ST
TRUTH CONSQ NM 87901-2838

Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
5/7/2025	PAID BY DRAFT
Billing Date	Penalty Date
4/22/2025	5/8/2025
Service From	Service To
3/13/2025	4/14/2025
Service Address	
205 MAIN ST	

PREVIOUS BALANCE	\$80.00
PAYMENTS	(\$80.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

PREVIOUS CURRENT

	DATE	READING	DATE	READING
Wat	3/13/2025	12	4/14/2025	14
Elec				
Elco	3/17/2025	2,846	4/17/2025	2,884
Sew				

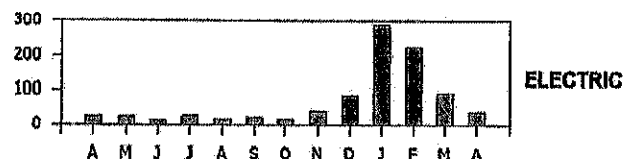
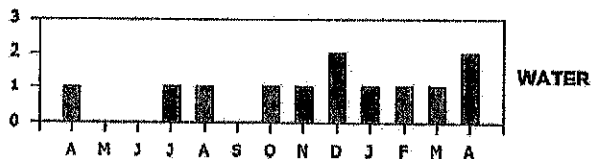
AMP EXCESS \$169.61

USAGE	
2	
38	
WATER TOTAL CHARGE	18.91
ENERGY COST ADJ	2.36
EL TOTAL CHARGE	23.37
SEWER TOTAL CHARGE	23.45
Tax	\$0.00
AMP Adjustment	\$11.91
CURRENT BILL	\$80.00
AMOUNT DUE	\$80.00

PAID BY DRAFT

RESTRICTED WATERING SCHEDULE

Even Address = Tue Thu Sat Odd Address = Wed Fri Sun
No Watering on Mondays No Watering 10AM to 6PM



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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



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

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Account Number	AMOUNT DUE
3011-12856-00	\$80.00
Due Date	After Due Date Pay
5/7/2025	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	

3VFIHQ13000168011





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: D.1

SUBJECT: Discussion/Action – Approve Resolution 52 24/25 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation and Execute Grant Agreement Co-Op Project Fund

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: June 15, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

The City has received an award offer from the 2025/2026 Local Government Road Fund Co-Op Program for a total project amount of \$86,456.00 (\$64,842 Grant/\$21,614.00 Match). The scope of the project is for 2nd Ave from Date Street to Ash Street full depth roadway reconstruction. The application submitted was for a full project cost of \$190,477.91. It is the intent to complete the full project using local bond funds.

Recommendation:

Approve the Grant Agreement with Resolution 52 24/25

Attachments:

- NMDOT LGRF Award Letter
- Grant Agreement and Resolution 52 24/25
- 2025/2026 NMDOT LGRF Co-Op Application

-

Fiscal Impact (Finance): Yes

.

Legal Review (City Attorney): Yes

.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-25-25



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

May 20, 2025

Gary Whitehead, City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Re: 2025 - 2026 Local Government Road Fund Program

Dear Mr. Whitehead,

The State Transportation Commission approved the above program during their **May 15th** meeting.

	Entity Share	State Share	Project Total
Cooperative Agreement	\$21,614.00	\$64,842.00	\$86,456.00

Agreements will be forwarded for signatures as soon as they are generated from Santa Fe. A resolution passed by the governing body or agency head respectively adopting the project and verifying its priority standing with the Public Entity is the next item needed.

Please be advised that the agreement that will be forwarded for signatures will also include a resolution format attached that will need to be heard, passed, and signed as part of the agreement.

The monetary amounts approved by the STC are listed above. Additional information to be included in the resolution is the route & termini and control number **HW2 L100633**. Please be sure to verify that the information listed on the agreement and resolution is correct.

Please submit the agreement (including resolution) no later than July 15th. This will allow the time needed to have the agreement fully executed by the October 31st deadline. **Any agreement not fully executed by this deadline could result in the loss of your funding.**

Please remember that **NO** aspect of the project can begin prior to the execution of the agreement.

We appreciate your assistance and please email gil.gallosa@dot.nm.gov or call 575-386-9085 if you should have any questions or need further assistance.

Sincerely,
Gil Gallosa
Gil Gallosa
State Funding Coordinator
NMDOT District One

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

District One

2912 E.Pine Street

Deming, NM 88030

"The No. 1 District"

Contract No. _____
Vendor No. 0000054340
Control No. HW2L100633

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Truth or Consequences** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L100633, and the Public Entity’s resolution attached as **Exhibit C**. See:

Pavement Rehabilitation/Improvements, Reconstruction, Design, and Construction Management

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Eighty Six Thousand Four Hundred Fifty Six Dollars and No Cents (\$86,456)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2026 Local Government Road Fund</u>	\$64,842	\$21,614	\$86,456
For the purpose stated above in Section 1.			
Total Project Cost \$86,456			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Truth or Consequences

By: _____

Date: 06-25-2025

Title: Mayor

Attest: _____
City of Truth or Consequences Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

FY2026

City of Truth or Consequences RESOLUTION No. 52 24/25

WHEREAS, the **City of Truth or Consequences** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

CN L100633 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2026 Local Government Road Fund</u>	\$64,842	\$21,614	\$86,456
Pavement Rehabilitation/Improvements, Reconstruction, Design, and Construction Management			

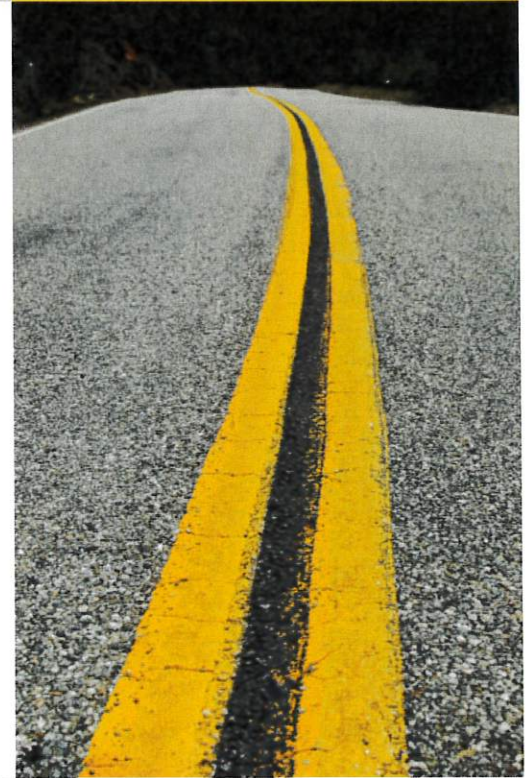
- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2026** and the **City of Truth or Consequences** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **City of Truth or Consequences**, Mayor (name or title), shall have signature authority to bind the **City of Truth or Consequences** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Truth or Consequences** in the manner set forth by the Cooperative Agreement.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.))

(PRINTED NAME, POSITION) _____ DATE _____



FY 2025/2026



Cooperative Agreement Application
City of Truth or Consequences



Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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

Destiny Mitchell
Commissioner

Ingo Hoepfner
Commissioner

Gary Whitehead
City Manager

March 10, 2025

NMDOT District 1
Aaron Chavarria, PE, Acting District Engineer
c/o Gil Gallosa, LGRF District Coordinator
2912 E. Pine St.
Deming, NM 88030

Re: Letter of Intent for the City of Truth or Consequences
Fiscal Year 2025/2026 Local Government Road Fund Cooperative Application
2nd Avenue from Date Street to Ash Street Improvements

Attention: Gil Gallosa, LGRF Coordinator

The City of Truth or Consequences appreciates the opportunity to submit this year's Local Government Road Fund (LGRF) Cooperative (Co-op) application. The scope of the project includes construction and construction services, including full-depth roadway reconstruction for 2nd Avenue from Date Street to Ash Street. The total cost is estimated to be \$190,477.91 (see Estimated Summary of Costs and Quantities). The City requests 75% state funding of \$142,858.43 and will make a 25% cash match of \$47,619.48.

The project area was selected based on the City's Infrastructure Capital Improvement Plan (ICIP). The City certifies that the proposed work is on a public street and is necessary for the public good and convenience and to serve the public of Truth or Consequences.

Please contact my office if you have any questions or require additional documentation.

Sincerely,

Gary Whitehead
City Manager

ESTIMATE OF COSTS AND QUANTITIES

ENTITY: City of Truth or Consequences

TERMINI: 2nd Street betwee Date and Ash

SCOPE OF

WORK: Road reclamation, base coarse, asphalt, testing, concrete

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	ESTIMATED COST
1	Engineers Certification	EA	1	\$ 5,500.00	\$ 5,500.00
2	Buster Smith	HR	8	\$ 31.30	\$ 250.40
3	Brenden Anglin	HR	8	\$ 24.07	\$ 192.56
4	Thomas Babalue	HR	8	\$ 16.12	\$ 128.96
5	Brian Bean	HR	8	\$ 15.19	\$ 121.52
6	Wayne Wolf	HR	8	\$ 14.47	\$ 115.76
7	Travis Johnson	HR	8	\$ 14.47	\$ 115.76
8	New cat 120 G	HR	8	\$46.00	\$ 368.00
9	Case Loader 621F	HR	8	\$32.50	\$ 260.00
10	Cat 120 G blade	HR	8	\$46.00	\$ 368.00
11	Volvo Dump	HR	8	\$35.60	\$ 284.80
12	Mack Dump 1	HR	8	\$37.60	\$ 300.80
13	Mack Dump 2	HR	8	\$37.60	\$ 300.80
14	Case Backhoe 580M	HR	8	\$16.90	\$ 135.20
15	Cat Backhoe 420	HR	8	\$16.90	\$ 135.20
16	Steel Roller	HR	8	\$26.20	\$ 209.60
17	Rubber Tire	HR	8	\$13.00	\$ 104.00
18	5000 gal water truck	HR	8	\$37.60	\$ 300.80
19	Ford 350 2016	HR	8	\$15.25	\$ 122.00
20	Chevy truck	HR	8	\$15.25	\$ 122.00
21	1TON flatbed	HR	8	\$12.00	\$ 96.00
22	Asphalt deliverd/placed	TON	677	\$ 140.00	\$ 94,780.00
23	Reclaimer RM-300/RM-400	WEEK	8	\$ 4,367.00	\$ 34,936.00
24	Geo testing	EA	1	\$ 8,000.00	\$ 8,000.00
25	Concrete	SY	150	\$ 140.00	\$ 21,000.00
26	Base course	TON	205	\$ 22.00	\$ 4,510.00
27	ADA Misc Requirements	EA	15	\$ 200.00	\$ 3,000.00
	Sub TOTAL				\$175,758.16
	NMGRT	8.375			\$ 14,719.75
					\$190,477.91
	75% NMDOT				\$142,858.43
	25% Local				\$ 47,619.48



**TRUTH OR
CONSEQUENCES** NEW MEXICO

NMDOT LGRF Cooperative Agreement Location Map FY 2025/2026

2nd Avenue from Date Street to Ash Street Improvements



Legend

 Project Location

**WILSON
& COMPANY**

414 N. Main Street, Suite A
Las Cruces, NM 88001
phone: 575-527-9257
wilsonco.com

WILSON
& COMPANY



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: D.2

SUBJECT: Discussion/Action – Approve Resolution 53 24/25 Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation Municipal Arterial Project Funds and Execute Grant Agreement

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: June 15, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

The City has received an award offer from the 2025/2026 Local Government Road Fund Municipal Arterial Program for a total project amount of \$229,777.00 (\$172,333.00 Grant/\$57,444.00 Match). The scope of the project applied for is for Pershing Street (from Main Street to 2nd Street) and 2nd Street (from Pershing Street to Date Street) for Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. The city applied for a total project cost estimate of \$744,472.31. Staff has reduced the termini to include 276 feet of roadway improvements with sidewalk on east side of streets to fit within the funding award.

Recommendation:

Approve Grant Agreement and Resolution 53 24/25

Attachments:

- Award Letter
- Grant Agreement with Resolution
- Application
- Revised Estimated Summary of Costs

Fiscal Impact (Finance): TBD

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 Agendas6-25-25



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

May 27, 2025

Rolf Hechler, Mayor
City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901

Dear Mayor Hechler:

We are pleased to inform you that your application for Municipal Arterial Program (MAP) funds for the project scope: **'Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements-Pershing Street(from Main Street to 2nd Street) and 2nd Street (from Pershing Steet to Date Street)'** was approved by the State Transportation Commission on May 15, 2025, and will be included in the New Mexico Department of Transportation's FY26 LGRF Program.

Your project has been assigned Control No. **L100652**. Please be sure to reference this number in all communications with the New Mexico Department of Transportation regarding this project.

The total estimated cost for your project is **\$229,777.00** the Department has allocated **\$172,333.00** in MAP funds, with a local match requirement of **\$57,444.00**.

The Project Oversight Division will develop a project agreement and forward it to you for signature. If you have any questions or comments, please contact me at (505) 699-9946.

Sincerely,

Clarissa Martinez
Project Oversight Division, State Grants Manager

C: Gil Gallosa, LGRF Coordinator
Aaron Chavarria, District 1 Engineer

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No. _____
Vendor No. 0000054340
Control No. HW2L100652

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Truth or Consequences** (Public Entity), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. **L100652**, and the Public Entity’s resolution attached as **Exhibit C**. See:

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Two Hundred Twenty Nine Thousand Seven Hundred Seventy Seven Dollars and No Cents (\$229,777)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2026 Local Government Road Fund</u>	\$172,333	\$57,444	\$229,777
For the purpose stated above in Section 1.			
Total Project Cost \$229,777			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding, as identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- c. Pay all costs and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- d. Advertise, let, and supervise Project construction, including to procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- e. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- f. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- g. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- h. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- i. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- j. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- k. Design the Project in accordance with **Exhibit A, "Minimum Design Standards"**, which is incorporated into this Agreement.
- l. Adhere to **Exhibit B, "Minimum Survey and Right of Way Acquisition Requirements"**, which is incorporated into this Agreement.
- m. Comply with **Exhibit D, "Construction Phase Duties and Obligations"**, which is incorporated into this Agreement.
- n. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- o. Allow the Department to inspect the Project to confirm that the Project is constructed in

accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards, as identified by the Department, will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.

- p. Complete the project within twenty-four (24) months of approval of funding by the State Transportation Commission.
- q. Prior to Project construction, furnish the Department's District 1 Office the "**Certification of the Pre-Construction Contract Phase**" form, attached as **Certification No. 1**.
- r. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the "**Certification of Construction Phase**" form, attached as **Certification No. 2**.
- s. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the "**AS BUILT Summary of Costs and Quantities**" form, attached as **Certification No. 3**. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
- t. Failure to timely provide **Certification Nos. 1, 2 and 3**, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2027**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification

to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall

reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended By District 1

By: _____
District Engineer

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Truth or Consequences

By: _____

Date: 06/25/2025

Title: Mayor

Attest: _____

Name and Title

EXHIBIT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
 - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
 - g. **DEPARTMENT'S** Action Plan;
 - h. **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook; Current Edition;
 - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
 - j. **DEPARTMENT'S** Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.

In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C
City of Truth or Consequences RESOLUTION No. 53 24/25

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **City of Truth or Consequences** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$229,777** to be funded in proportional share by the parties hereto as follows:

CN L100652 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2026 Local Government Road Fund</u> Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	\$172,333	\$57,444	\$229,777

WHEREAS, the **City of Truth or Consequences** shall pay all costs, which exceed the total project cost of **\$229,777**.

NOW THEREFORE, be it resolved in official session that **City of Truth or Consequences** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **6/30/2027** and the **City of Truth or Consequences** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **City of Truth or Consequences**, Mayor (name or title), shall have signature authority to bind the **City of Truth or Consequences** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Truth or Consequences** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Truth or Consequences** to enter into Cooperative Agreement for Project Control Number **L100652** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2026** for **Pershing Street(from Main Street to 2nd Street) and 2nd Street (from Pershing Steet to Date Street) - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of **City of Truth or Consequences** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

<u>06/25/2025</u>	
<u>(PRINTED NAME, POSITION)</u> Rolf Hechler - Mayor	DATE
<u>(PRINTED NAME, POSITION)</u>	DATE
<u>(PRINTED NAME, POSITION)</u>	DATE

EXHIBIT D

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1
CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L100652

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition) Local Public Agencies**, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
☐ a. have been relocated
☐ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20-year design traffic volumes as specified in **A Policy on Geometric Design of Highways and Streets**, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic Survey and Standards** (Current Edition).
9. That no angle parking has been provided in this Project.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):
- ☐ a. 20-year pavement design; or
 - ☐ b. 10-year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual**.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
- a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her
capacity as _____ of _____ does hereby
certify that the aforementioned matters stated herein are true to his/her knowledge and belief and
does hereby set his/her hand and seal this day and year specified below:

City of Truth or Consequences

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L100652

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L100652** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[##]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Truth or Consequences

By: _____ Date: _____

Mayor

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

CERTIFICATION NO. 3
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF WORK: _____

[illegible]

ESTIMATED SUMMARY OF COSTS AND QUANTITIES

ENTITY: City of Truth or Consequences Contract No.: _____ CN: _____

ROUTE: starting 276 feet from main on pershing to 2nd to N.date
 TERMINI:

SCOPE OF
WORK: Roadway & Drainage Reconstruction (incl. full depth roadway reconstruction, curb & gutter.
one side of side walk east side, ADA accessibility), permitting, and construction administration.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	ESTIMATED COST
1	CLEARING & GRUBBING	LS	0	\$ 6,000.00	\$ -
2	UNCLASSIFIED EXCAVATION	CY	0	\$ 26.00	\$ -
3	SUBGRADE PREPARATION	SY	0	\$ 8.00	\$ -
4	BASE COURSE 6"	SY	325	\$ 22.00	\$ 7,150.00
5	PRIME COAT MATERIAL	TON	2	\$ 1,400.00	\$ 2,800.00
6	MINOR PAVEMENT TYPE I, HMA SP-IV - 3"	SY	2125	\$ 40.00	\$ 85,000.00
7	CLASS A CONCRETE (CURB AND GUTTER)	CY	23	\$ 1,800.00	\$ 41,400.00
8	REINFORCED CONCRETE FOR MINOR STRUCTURES	CY	1	\$ 2,000.00	\$ 2,000.00
9	REINFORCING BARS GRADE 60	LB	0	\$ 4.00	\$ -
10	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	0	\$ 30,000.00	\$ -
11	REMOVAL OF SURFACING (RM-300 RENTAL)	SY	1800	\$ 14.00	\$ 25,200.00
12	CLASS A RIPRAP	CY	10	\$ 450.00	\$ 4,500.00
13	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	0	\$ 5,000.00	\$ -
14	CONCRETE SIDEWALK 4"	SY	100	\$ 160.00	\$ 16,000.00
15	SIDEWALK CULVERTS	SY	5	\$ 1,000.00	\$ 5,000.00
16	DRIVE PAD 6"	SY	0	\$ 160.00	\$ -
17	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	LF	53	\$ 45.00	\$ 2,385.00
18	CONCRETE VALLEY GUTTER 8" X 72"	LF	80	\$ 85.00	\$ 6,800.00
19	TRAFFIC CONTROL MANAGEMENT	LS	0	\$ 31,606.50	\$ -
20	MOBILIZATION	LS	0	\$ 105,355.00	\$ -
21	MANHOLE ADJUSTMENT	EA	0	\$ 2,500.00	\$ -
22	PRECONSTRUCTION UTILITY SURVEY	LS	0	\$ 5,000.00	\$ -
23	REMOVE AND RESET EXISTING FIRE HYDRANT	EA	0	\$ 4,000.00	\$ -
24	ADJUST VALVE BOX TO GRADE	EA	0	\$ 1,500.00	\$ -
25	MAILBOX INSTALLATION (SINGLE)	EA	1	\$ 1,000.00	\$ 1,000.00
26	PANEL SIGNS	SF	5	\$ 80.00	\$ 400.00
27	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LF	5	\$ 50.00	\$ 250.00
28	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	0	\$ 31,606.50	\$ -
29	RETROREFLECTORIZED PAINTED MARKINGS 4"	LF	7	\$ 1.00	\$ 7.00
30	RETROREFLECTORIZED PAINTED MARKINGS 24"	LS	13	\$ 10.00	\$ 130.00
31	CONSTRUCTION STAKING BY THE CONTRACTOR	LS		\$ 5,000.00	\$ -
32	POST CONSTRUCTION PLANS	LS	0	\$ 5,000.00	\$ -
33	ENGINEER CERTIFICATION	LS	1	\$ 10,000.00	\$ 10,000.00
CONSTRUCTION SUBTOTAL					\$ 210,022.00
CONTINGENCY					\$ 2,000.00
CONSTRUCTION BUDGET TOTAL EXCLUDING NMGR					\$ 212,022.00



MUNICIPAL ARTERIAL PROGRAM

Application for FY 2026

**TRUTH OR
CONSEQUENCES**



Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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

Destiny Mitchell
Commissioner

Ingo Hoepfner
Commissioner

Gary Whitehead
City Manager

March 14, 2025

Clarissa Martinez, LGRF Coordinator
NMDOT General Office
1120 Cerrillos Road
P.O. Box 1149
Santa Fe, New Mexico 87504-1149

**Re: Letter of Intent for the City of Truth or Consequences
Fiscal Year 2026 Local Government Road Fund Municipal Arterial Program
Application - Roadway & Reconstruction of Pershing Street**

Dear Ms. Martinez,

The City of Truth or Consequences (City) appreciates the opportunity to submit this year's Local Government Road Fund (LGRF) Municipal Arterial Program (MAP) application. The proposed project includes roadway and reconstruction services of Pershing Street.

The proposed project includes roadway and reconstruction services (including full-depth roadway reconstruction, curb & gutter, sidewalk, ADA accessibility, and adjusting existing utilities), permitting, and construction administration.

The project limits extend along Pershing Street (from Main Street to 2nd Street) and 2nd Street (from Pershing Street to Date Street). The total project cost is estimated at \$744,472.31 (see attached Estimated Summary of Costs and Quantities). The City requests 75% state funding of \$558,354.23 and will make a 25% match of \$186,118.08.

The project area was selected based on the City's Infrastructure Capital Improvement Plan (ICIP). The City certifies that the proposed improvements are on a public street and necessary for the public good and convenience and to serve the public of Truth or Consequences.

Please contact my office if you require any additional information or documentation.

Sincerely,


Gary Whitehead
City Manager

NMDOT LGRF Municipal Arterial Program (MAP) Location Map FY 2026
Pershing Street & 2nd Ave.



Legend
Project Location



TRUTH OR
CONSEQUENCES

WILSON
& COMPANY

Traffic Volumes

Not Applicable.



**WILSON
& COMPANY**

414 N. MAIN ST
SUITE A
LAS CRUCES, NEW MEXICO
88001
PH (505) 348-4000
FAX (505) 348-4072
www.wilsonco.com



414 N. MAIN ST
SUITE A
LAS CRUCES, NEW MEXICO
88001
PH (505) 348-4000
FAX (505) 348-4072
www.wilsonco.com

Major Intersections & Traffic Signal Analysis

Not Applicable.

Drainage Reports

Drainage Reports

A Drainage Report is currently in progress.

Cost Estimate

ESTIMATED SUMMARY OF COSTS AND QUANTITIES

ENTITY: City of Truth or Consequences Contract No.: _____ CN: _____

ROUTE: Pershing Street from Main Street to 2nd Ave. and 2nd Ave. from Pershing Street to N. Date
TERMINI: Street

SCOPE OF

WORK: Roadway & Drainage Reconstruction (incl. full depth roadway reconstruction, curb & gutter, sidewalk, ADA accessibility, and adjusting existing utilities), permitting, and construction administration.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	ESTIMATED COST
1	CLEARING & GRUBBING	LS	0	\$ 6,000.00	\$ -
2	UNCLASSIFIED EXCAVATION	CY	0	\$ 26.00	\$ -
3	SUBGRADE PREPARATION	SY	6000	\$ 8.00	\$ 48,000.00
4	BASE COURSE 6"	SY	455	\$ 22.00	\$ 10,010.00
5	PRIME COAT MATERIAL	TON	8	\$ 1,400.00	\$ 11,200.00
6	MINOR PAVEMENT TYPE I, HMA SP-IV - 3"	SY	3250	\$ 40.00	\$ 130,000.00
7	CLASS A CONCRETE (CURB AND GUTTER)	CY	23	\$ 1,800.00	\$ 41,400.00
8	REINFORCED CONCRETE FOR MINOR STRUCTURES	CY	1	\$ 2,000.00	\$ 2,000.00
9	REINFORCING BARS GRADE 60	LB	1200	\$ 4.00	\$ 4,800.00
10	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	3	\$ 30,000.00	\$ 90,000.00
11	REMOVAL OF SURFACING (RM-300 RENTAL)	SY	1800	\$ 14.00	\$ 25,200.00
12	CLASS A RIPRAP	CY	10	\$ 450.00	\$ 4,500.00
13	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	\$ 5,000.00	\$ 5,000.00
14	CONCRETE SIDEWALK 4"	SY	350	\$ 160.00	\$ 56,000.00
15	SIDEWALK CULVERTS	SY	20	\$ 1,000.00	\$ 20,000.00
16	DRIVE PAD 6"	SY	150	\$ 160.00	\$ 24,000.00
17	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	LF	400	\$ 45.00	\$ 18,000.00
18	CONCRETE VALLEY GUTTER 8" X 72"	LF	470	\$ 85.00	\$ 39,950.00
19	TRAFFIC CONTROL MANAGEMENT	LS	0	\$ 31,606.50	\$ -
20	MOBILIZATION	LS	0	\$ 105,355.00	\$ -
21	MANHOLE ADJUSTMENT	EA	4	\$ 2,500.00	\$ 10,000.00
22	PRECONSTRUCTION UTILITY SURVEY	LS	1	\$ 5,000.00	\$ 5,000.00
23	REMOVE AND RESET EXISTING FIRE HYDRANT	EA	2	\$ 4,000.00	\$ 8,000.00
24	ADJUST VALVE BOX TO GRADE	EA	3	\$ 1,500.00	\$ 4,500.00
25	MAILBOX INSTALLATION (SINGLE)	EA	9	\$ 1,000.00	\$ 9,000.00
26	PANEL SIGNS	SF	30	\$ 80.00	\$ 2,400.00
27	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGN	LF	60	\$ 50.00	\$ 3,000.00
28	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	0	\$ 31,606.50	\$ -
29	RETROREFLECTORIZED PAINTED MARKINGS 4"	LF	150	\$ 1.00	\$ 150.00
30	RETROREFLECTORIZED PAINTED MARKINGS 24"	LS	420	\$ 10.00	\$ 4,200.00
31	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	\$ 5,000.00	\$ 5,000.00
32	POST CONSTRUCTION PLANS	LS	1	\$ 5,000.00	\$ 5,000.00
33	ENGINEER CERTIFICATION	LS	1	\$ 20,000.00	\$ 20,000.00
CONSTRUCTION SUBTOTAL					\$ 606,310.00
CONTINGENCY					\$ 60,631.00
CONSTRUCTION BUDGET TOTAL EXCLUDING NMGR					\$ 666,941.00
CONSTRUCTION ADMINISTRATION SERVICES					\$ 20,000.00
TOTAL EXCLUDING NMGR					\$ 686,941.00
TOTAL INCLUDING NEW MEXICO GROSS RECEIPT TAX @ 8.375% (NMGR TRUTH OR CONSEQUENCES, NM)					\$ 744,472.31
NMDOT COST SHARE @ 75%					\$ 558,354.23
CITY OF TRUTH OR CONSEQUENCES COST SHARE @ 25%					\$ 186,118.08

Resolution

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoeppepner
Commissioner

Gary Whitehead
City Manager

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

Resolution No. 34 24/25

A RESOLUTION APPROVING SUBMISSION OF AN APPLICATION BETWEEN THE CITY OF TRUTH OR CONSEQUENCES AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO PROVIDE MUNICIPAL ARTERIAL PROGRAM (MAP) FUNDS FOR ROADWAY & DRAINAGE RECONSTRUCTION OF PERSHING ST. FROM MAIN ST. TO 2ND & 2ND ST. FROM PERSHING ST. TO DATE ST.

Whereas, the City of Truth or Consequences is applying for Municipal Arterial Program (MAP) Funding from the New Mexico Department of Transportation for roadway & drainage reconstruction (including full-depth roadway reconstruction, curb & gutter, sidewalk, ADA accessibility, and adjusting existing utilities), permitting, and construction administration of Pershing St. From Main St. To 2nd & 2nd St. From Pershing St. To Date St.; and

Whereas, the project is within the City of Truth or Consequences jurisdiction and necessary for the public good and convenience, and to serve the public of the City of Truth or Consequences; and

Whereas, the New Mexico Department of Transportation is soliciting proposals for its FY 2025/2026 Local Government Road Fund Program that requires at least a 25% local funding match; and

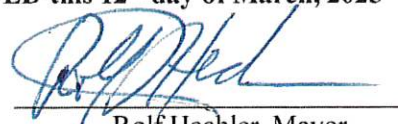
NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Truth or Consequences does hereby determine and resolve as follows:

1. That the project application for MAP Funding be prepared and submitted for Roadway & Drainage Reconstruction of Pershing St. From Main St. To 2nd & 2nd St. From Pershing St. To Date St.
2. That the City Management of the City of Truth or Consequences is directed to take such other actions and execute other documents as may be necessary to implement this application

PASSED, ADOPTED AND APPROVED this 12th day of March, 2025

Attest:


Angela A. Torres, City Clerk


Rolf Hechler, Mayor



Legend

— Project Location

Total Project Amount

\$744,472.31

NMDOT MAP Funding
Request Amount

\$558,354.23

Reference

Rolf Hechler, Mayor
City of Truth or
Consequences
505 Sims Street
Truth or Consequences,
NM 87901
Office: (575) 894-6673

Pershing Street & 2nd Avenue Improvements

Pershing Street (from Main Street to 2nd Ave.) and 2nd Ave. (from Pershing Street to N. Date Street)

Pershing Street is a collector local service street in the City that ties into N Date Street. The scope of work for this roadway & drainage reconstruction (including full-depth roadway reconstruction, curb & gutter, sidewalk, ADA accessibility, and adjusting existing utilities), permitting, and construction administration.

The City is requesting NMDOT funding in the amount of \$558,354.23.



4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
phone: 505-348-4000
wilsonco.com

WILSON
& COMPANY



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: D.3

SUBJECT: Resolution No. 55 24/25 Gardner Learning Center Rental Fees

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 19, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background: This resolution is to establish fees for the use of the Gardner Learning Center meeting rooms.

Recommendation:

Approve Resolution

Attachments:

- Resolution No. 55 24/25

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-25-25

RESOLUTION NO. 55 24/25

A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION RESOLUTION FOR FEES, DEPOSITS AND REGULATIONS FOR USE OF THE GARDNER LEARNING CENTER.

WHEREAS, the City of Truth or Consequences operates and maintains the Gardner Learning Center and;

WHEREAS, the meeting rooms located in the Gardner Learning Center may be rented and used by the public and;

WHEREAS, the City of Truth or Consequences finds it necessary to collect fees, and deposits in order to cover operational costs, and to provide on-going maintenance of the Gardner Learning Center meeting rooms and;

WHEREAS, the City of Truth or Consequences also finds it necessary to enact certain regulations for the Gardner Learning Center meeting rooms:

The following are the fees and deposits will be charged for use of the Gardner Learning Center meeting rooms:

Rental Fee:

\$75.00 per room (one day rental)

\$50.00 per room (two consecutive days)

\$30.00 per room (if rental is two or more days)

Multiple Meeting rooms can be rented per day. (4) Four meeting rooms are available for rental purposes.

KEY DEPOSITS:

\$100 Key Deposit (per rental). Please note that the key deposit may be kept on file, and can be used for multiple rentals.

RENTAL CRITERIA:

- The rental agreement must be submitted to the City Clerk's Office at the time of scheduling.
- All rental fees must be paid in full no later than 48 hours prior to the event.
- Liability Insurance Certificate: Renters may be required to submit a Certificate of Liability Insurance naming the City of Truth or Consequences Gardner Learning Center, 601 Sunset Street as additional insured for a minimum of \$1,000,000. A Hold Harmless Agreement is required to be signed by all applicants. The applicant agrees to Hold Harmless the City of Truth or Consequences for any and all damages, including theft and disappearance of any and all equipment (owned or leased) by the applicant. The City of Truth or Consequences does not assume any responsibility for damage or loss of any personal property left in the venue, parking or public areas.
- Single-day rentals: Keys will be issued by the City Clerk's Office and are due back on the following business day. The \$100 key deposit will not be refunded if the key is lost or unreturned.
- Multiple-day rentals: Keys will be issued by the City Clerk's Office. Keys may be kept each day the meeting room is rented and must be returned to the City Clerk's Office following business day after the event. The \$100 key deposit will not be refunded if the key is lost or unreturned.
- The key deposit will be deposited in a city account, and will be refunded after the event, if the meeting room(s) have not been damaged, keys have been returned and have been cleaned to the satisfaction of the city. If the amount of deposit is greater than the cost of cleaning or damage, the difference will be refunded. If the cost or damage is greater than the amount of deposit, the renter will be charged accordingly.
- All fees will be waived for governmental entities that are using the meeting rooms for the benefit of the public.

Note: The City Manager may impose other use regulations as he/she may deem necessary, as long as those regulations do not subvert the intent of this policy.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: D.4

SUBJECT: Resolution No. 56 24/25 Credit Card Policy
DEPARTMENT: Finance
DATE SUBMITTED: June 19, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Discussion/Action: Resolution No. 56 24/25 Credit Card Policy. Please, see attached:

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Letter from Finance Director
- New Credit Card Policy and Procedures

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

*Staff is required to have a purchase order in place prior to purchasing items with a credit card.

Legal Review (City Attorney): Choose an item.

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 06/25/2025



RESOLUTION NO. 56 24/25

RESOLUTION ADOPTING A POLICY FOR CREDIT CARDS AND POLICIES APPLICABLE FOR THE CITY OF TRUTH OR CONSEQUENCES

WHEREAS, The City credit cards are to allow City of T or C employees access to efficient, convenient and alternative means of payment for approved expenses, especially related to business travel, meals, office supplies and for items allowed within the requirements for the Law Enforcement Protection Funds; and

WHEREAS, in accordance with the powers vested in a city commission, Section 3-14-12 NMSA 1978, the City Commission of the City of Truth or Consequences has legal powers and authority to pass ordinances and other measures conducive to the welfare of the municipality and to perform all acts required for the general welfare of the municipality; and

WHEREAS, this policy is to communicate and determine the eligibility, the proper usage and the approved payment process requirements for expenditures on the City's business credit cards; and

WHEREAS, this City of Truth or Consequences City Commission shall adopt the following procedures for the use of City credit cards:

PROCEEDURES:

1. The Finance Director is responsible for authorizing the use of corporate credit cards and assigning the credit limit, if applicable.
2. Upon receiving a corporate credit card, the employee should call the 800 number on the card to activate it and use the card for a first purchase test to insure it is working properly.
3. Before any purchase is made, the employee should follow purchasing procedures and request a purchase order for expenses, verify that the funds are available in the budget to cover the expenses.
4. The employee must obtain a receipt for the purchase and include a brief description of the business purpose or the budget account code on the receipt. In the case of meals, each receipt should include the names of all people involved in the purchase, in accordance with Internal Revenue Service regulations. As listed on the approved travel form documentation.
5. The receipt is to be submitted to their supervisor or administrative assistant within 24 hours of card use or immediately upon return from the road trip. Or when the ordered item arrives. Other arrangements may be made, with the Finance Director's approval, to submit receipts monthly.
6. Upon receipt of the credit card statement, the Accounts Payable will match the receipts to the individual items and assign the appropriate accounting code. The employee fills out a form

itemizing each purchase, assigning the account codes and signs, and submitting it to the Accounts Payable. The invoice/receipts along with a supporting documentation will be submitted to the Department Supervisor for approval. Any items that do not have a receipt will be the personal responsibility of the cardholder (unless the expense in an authorized monthly deduction).

7. The employee must notify the Finance Director or Accounts Payable immediately in the event a card is lost or stolen.

8. The corporate credit card is the property of the City. An employee leaving the employment of the City must surrender the credit card to the Finance Director who will then notify the issuing authority to cancel the employee's account.

CITY OF T OR C CARDHOLDER AGREEMENT

I, _____, hereby acknowledge receipt of the **VISA Credit Card Number** _____ **(Last 4 Digits of Card)** understand that improper use of this card may result in disciplinary action as well as personal liability for any improper purchases. As a cardholder, I agree to comply with the terms and conditions of this agreement and the Credit Card Policies and Procedures for City of T or C. I acknowledge receipt of the Credit Card Policies and Procedures and confirm that I understand the terms and conditions. As a holder of this credit card, I agree to accept responsibility and accountability for the protection and proper use of the card. I will return the card to the Finance Director upon demand during the period of my employment. I acknowledge the requirement to have a purchase order in place prior to purchasing any items or travel expenses. I understand that the card is not to be used for personal purchases and that I must provide a receipt for every purchase. If the card is used for personal purchases or for purchases for any other entity or if I fail to provide a receipt substantiating a legitimate business expense by the end of the current month, the City will be entitled to reimbursement from me of such purchases (through deduction of my paycheck). The City shall be entitled to pursue legal action, if required, to recover the cost of such purchases, together with costs of collection and reasonable attorney fees.

The following purchases are not allowed:

Alcoholic beverages/or any Illegal substances

Personal items of loans

Maintenance Agreements

Items or services on term contracts (Finance Director Review Prior to Purchase)

Construction, renovation/installation

Rentals (other than short-term equipment or vehicles)

Any items deemed inconsistent with the values of City business

Signature _____ Date _____
(Cardholder)

Signature _____ Date _____
(Finance Director)

Accounting Department use only:

Issue Date _____

Amount approved \$ _____

Card Expiration Date _____

Card Returned Date _____ **Reason** _____

Card Holder Signature _____ **Finance Director Initial** _____

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Truth or Consequences hereby adopts a RESOLUTION ADOPTING A POLICY FOR CREDIT CARDS AND POLICIES APPLICABLE FOR THE CITY OF TRUTH OR CONSEQUENCES.

PASSED, AND APPROVED this 25th day of June, 2025.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO.

By: _____
Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

This policy applies to all departments that accept or may accept debit cards, credit cards, or electronic fund transfers for payments of goods or services.

Debit/Credit Card customer information is not subject to Public Records Disclosure.

Debit/Credit Card customer information will not be subject for use for commercial purposes.

A. Authorization to Open all Credit and Debit Card Accounts

The City of Truth or Consequences commission passes this Resolution 14 22/23 to accept payment of goods or services by debit/credit card or electronic transfer transaction.

B. Accepting Debit/Credit Card or Electronic Transfer Transaction will be Subject to Convenience Fee

The City of Truth or Consequences Commission passes resolution 14 22/23 to accept payments of goods or services by Debit/Credit Card or electronic transfer transactions with the provision that they will not accept payment by debit/credit card or electronic transfer without charging a convenience fee to the customer to do so.

C. Definitions

1. Automated Clearing House or ACH means an association of depository institutions that process financial transactions electronically through the Federal Reserve Bank.
2. Convenience Fee means a fee that is charged to a customer for the convenience of making an electronic payment. A convenience fee charged to a customer typically covers all or a portion of a payment vendor's transaction costs, as well as any other additional fees that are charged by an agency to recover direct costs associated with an electronic payment.
3. Credit Card means a card indicating that the holder named on the card has obtained a revolving line of credit from the financial institution issuing the card up to a certain dollar amount valid to a specified date shown on the card. A credit card may be used

to pay for goods and services from merchants or organizations participating in the corresponding credit card program.

4. Debit Card means a card indicating that the holder named on the card has an open account in a financial institution shown on the card that the holder named on the card is authorized to pay for purchased of goods and services from participating merchants so long as the account is valid and has adequate funds to cover the cost of either goods or services, or both, at the time of transaction.
5. Customer means a person who is purchasing services with an electronic payment, such as a credit card, debit card, or electronic check.
6. Electronic Check or e-check means an ACH debit that is initiated by the customer or agency on the internet against an open account in a financial institution that is authorized for use to pay for purchases of goods and services from participating merchants so long as the account is valid and has adequate funds to cover the cost of either goods or services, or both, at the time of transaction. This is also known as an internet check.
7. Electronic Payments means any financial transaction by which funds are transferred to accounts through any type of electronic payment option or method. The electronic payment options include, but are not limited to; Internet payment processing, point-of-sale payment processing, and interactive voice response (telephone payments). The methods of payment include, but are not limited to: automated clearing hours (ACH), credit cards, debit cards, ACH debit processing and wire transfers.
8. Electronic Payment Services means any service provided by a vendor who acts as an intermediary in processing an electronic payment including, but not limited: merchant banking services, credit card payment processing, ACH debit processing and internet payment gateway services. Depending on how contracts with third party vendors are established, electronic payment services may be coordinated by a single vendor or multiple vendors.
9. Electronic Payment Processing Protocol means the standard processes used by personnel when accepting electronic payments from customers, including, but limited to contracts with financial service providers and business procedures.
10. Interactive Voice Response System or IVR means a system that allows users to pay for services over the telephone or other audio-signal carrier using a credit card.
11. Internet Payment Gateway Service means a service provided by a vendor that directs an internet payment transaction to the appropriate third-party payment processor who facilitates the transfer of funds from a specific financial institution.
12. Merchant Banking Service refers to the designated bank or banking service that processes an electronic payment.

13. Payment Vendor means a service provider who is involved with the electronic payment transaction, including, but not limited to; merchant bank, credit card issuer, credit card association, internet payment gateway, ACH or credit card payment processor.
14. Personal Financial Information means the information provided by the customer in the course of completing a payment transaction with RWW through an electronic transfer of funds, including, but not limited to credit card number, debit card number and bank account number.
15. Point-of-Sale or POS is a payment option that performs a real-time payment authorization of a customer's account when the customer presents their credit card (or other payment method in-person at the time of sale).
16. Transaction Fee means the same as "transaction cost" and refers to the cost incurred by a payment vendor for executing an electronic payment. If an agency passes all or a portion of this transaction cost on to the customer, then the resulting fee to the customer is typically called a convenience fee. (See definition above).

D. Policies

The City of Truth or Consequences may accept electronic payments for goods or services pursuant to Resolution 14 22/23 and Section 6-10-1.2 NMSA 1978, and must comply with the electronic payment processing protocol and procedural steps as set forth in these administrative policies and procedures.

1. Electronic Payment Processing Protocol and Privacy

- a. The City of Truth or Consequences will take all payments with technical assistance and equipment, if necessary, shall establish and maintain the protocol for electronic payment processing, including, but not limited to, contracts for electronic payments, convenience fees, and standard business processes and procedures.
- b. The City shall not store a customer's personal financial information in a database accessible to the public. If the City has legal and justifiable reason to store personal financial information obtained from customers during an electronic payment transaction, it is required to provide a written procedures and policies for the safekeeping of such personal financial information. Such written procedures and policies shall include the names of employees who will have access to such personal financial information. Such procedures and policies shall be forwarded to the City Manager for written approval before storing personal financial information in a database accessible to employees.

2. Contracts

- a. The City shall establish and administer contracts with vendors for the acceptance and processing of electronic payments, including, but not necessarily limited to: merchant banking service, internet payment gateway services, and third-party electronic payment processors.
3. Convenience and Transaction Fees
 - a. A convenience fee greater than the cost of a payment vendor's transaction fee may be charged to the customer for an electronic payment. Convenience fees may be calculated to recover all of a payment vendor's transaction costs, as well as any additional direct cost borne by.
 - b. Use of a convenience fee and the methodology used in calculating it must be in accordance with the contracts that have been established with vendors.

E. Procedures

1. City employees may obtain information from the appropriate department on its electronic payment processing protocol, contracts for electronic payments, transaction fee structure and standard business processes, and procedures.
2. City employees will provide to the Office supervisor or appropriated party, information pertaining to set up of accounts which may include, but is not limited to, the following:
 - a. Checking account for electronic payment deposits.
 - b. Merchant bank account and credit card issuer accounts for credit card payment processing.
 - c. Internet payment processing and third-party payment processor accounts.
3. The City's appointed designee is responsible for tracking, researching and recording all credit/debit card transactions or electronic transfer for reconciliation purposes.
4. Acceptance of debit/credit cards or electronic transfer from the internet shall be done in a secure fashion and on a secure system.
5. Debit/Credit card payments will only be accepted in person by POS or through the internet payment gateway. Debit/Credit card payments will not be accepted by telephone (unless utilizing IVR), mail or e-mail.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: D.5

SUBJECT: Discussion/Action – Resolution 57 24/25 Adopting the FY 2027-2031 Infrastructure Capital Improvement Plan (ICIP)

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: June 15, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Yvette Bayless – South Central Council of Governments

Summary/Background:

Public meetings were held, and public input was received. Commission reviewed and ranked various projects for 2027-2031 ICIP. Staff have added projects pertaining to current and future potential funding requests.

Recommendation:

Accept/Approve Resolution 57 24/25

Attachments:

- ICIP Project Summary List
- Resolution 57 24/25

Fiscal Impact (Finance): Unknown

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-25-25

County, Municipality/Tribal Government/Special District
of

City of Truth or Consequences

COUNTY OF Sierra

Resolution No. 57 24/25

A RESOLUTION

ADOPTING THE FY 2027-2031 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the City of Truth or Consequences of Sierra County recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE City of Truth or Consequences that:

1. The county/municipality/tribal government/special district has adopted the attached FY 2027-2031 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. DP 24/25.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of June 25th, 2025

Mayor/County Commission Chair/Board Chair

ATTEST:

Municipal/County Clerk/Other Testator

Infrastructure Capital Improvement Plan FY 2027-2031

											Total	Amount	
ID	Year	Rank	Project Title	Category	Funded to date	2027	2028	2029	2030	2031	Project Cost	Not Yet Funded	Phases?
38614	2027	001	Wastewater Treatment Plant Upgrades	Water - Wastewater	0	1,000,000	1,664,060	3,000,000	3,000,000	0	8,664,060	8,664,060	Yes
40372	2027	002	Lee Belle Johnson Facility Improvements	Facilities - Other	35,000	300,000	100,000	1,565,000	0	0	2,000,000	1,965,000	Yes
38540	2027	003	Marie Street Improvements	Transportation - Highways/Roads/Bridges	0	500,000	3,000,000	0	0	0	3,500,000	3,500,000	Yes
40370	2027	004	10MVA Substation Power Transformer Replacement	Other - Utilities (publicly owned)	0	1,000,000	2,000,000	0	0	0	3,000,000	3,000,000	No
41576	2027	005	Community Multi-Purpose Center	Economic Development	0	500,000	1,000,000	5,250,000	0	0	6,750,000	6,750,000	Yes
38617	2027	006	Armijo Park Effluent Water Reuse Improvements	Water - Wastewater	0	1,750,000	225,000	0	0	0	1,975,000	1,975,000	Yes
41580	2027	007	Recycling & SW Collection Center Improvements	Facilities - Administrative Facilities	0	300,000	1,200,000	0	0	0	1,500,000	1,500,000	Yes
40367	2028	001	Clancy Lift Station Force Main Improvements	Water - Wastewater	0	0	1,500,000	0	0	0	1,500,000	1,500,000	No
42977	2028	002	Sewer Vacuum System Replacement	Water - Wastewater	0	0	100,000	300,000	2,300,000	2,300,000	5,000,000	5,000,000	Yes
38571	2028	003	Smith, Silver and E 9th Street Improvements	Transportation - Highways/Roads/Bridges	212,910	0	95,000	0	0	0	307,910	95,000	No
42984	2028	004	Electric Car Charging Station	Transportation - Other	0	0	2,444,900	0	0	0	2,444,900	2,444,900	Yes
38613	2028	005	Water Meter Replacement & Housing Improvements	Water - Other	750,000	0	750,000	0	0	0	1,500,000	750,000	Yes
38574	2029	001	Veater Street Improvements	Transportation -	0	0	0	200,000	2,300,000	0	2,500,000	2,500,000	Yes

Infrastructure Capital Improvement Plan FY 2027-2031													
				Highways/Roads/Bridges									
38609	2029	002	Waterline Extension for Village of Williamsburg	Water - Water Supply	0	0	0	500,000	0	0	500,000	500,000	No
43832	2029	003	Ralph Edwards Park Trail Enhancement	Transportation - Bike/Pedestrian/Equestrian	0	0	0	0	0	0	0	0	No
40368	2029	004	Golf Course Facility Improvements	Facilities - Other	0	0	0	250,000	0	0	250,000	250,000	Yes
40377	2030	001	Rio Grande Vehicular Bridge Crossing and Utilities	Transportation - Highways/Roads/Bridges	0	0	0	0	4,400,575	0	4,400,575	4,400,575	Yes
40378	2030	002	Rio Grande Footbridge Crossing	Transportation - Bike/Pedestrian/Equestrian	0	0	0	0	1,265,000	0	1,265,000	1,265,000	Yes
43896	2030	003	Spaceport Visitor Center	Facilities - Other	0	0	0	0	0	0	0	0	No
33002	2031	001	Water Infrastructure and Fire Hydrant Replacement	Water - Water Supply	64,890,000	0	0	0	0	46,390,000	111,280,000	46,390,000	Yes
Number of projects:		20											
		Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:		Total Not Yet Funded:			
Grand Totals		65,887,912	5,350,000	14,078,960	11,065,000	13,265,575	48,690,000	158,337,440		92,449,536			



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: D.6

SUBJECT: Discussion Action – Resolution No. 58 24/25 City of Truth or Consequences accepting the ADA Transition Plan

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: June 15, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

An updated ADA Transition Plan is required to be on file with NMDOT's Construction and Civil Rights Bureau (CCRB) to be eligible for NMDOT TAP/Rec Trails Funding. Staff have updated the 2016 plan and are requesting Commission approval.

Recommendation:

Review and Approve Resolution 58 24/25 accepting the ADA Transition Plan

Attachments:

- Resolution 58 24/25
- ADA Transition Plan

Fiscal Impact (Finance): TBD

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-25-25

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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*Destiny Mitchell
Commissioner*

*Ingo Hoeppner
Commissioner*

*Gary Whitehead
City Manager*

Resolution No 58 24/25

AUTHORIZING AND APPROVING OF THE ADOPTION OF THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN

WHEREAS, the Americans with Disabilities Act (ADA) of 1990 is a civil rights statute that prohibits discrimination against people with disabilities. The term "disability" for the purposes of the ADA encompasses a wide range of physical and mental situations. These physical disabilities may affect mobility, stamina, sight, hearing and speech, while mental disabilities include conditions such as emotional illness and learning disabilities. The City of Truth or Consequences does not discriminate against people with disabilities, and integrated ADA requirements in 1992; and

WHEREAS, the ADA addresses access to the workplace and employment (Title I), state and local government services and facilities (Title II), and places of public accommodation and commercial facilities (Title III). It also requires effective communication for people with sight or hearing disabilities in Title IV and Title V addresses miscellaneous issues; and

WHEREAS, Mayor and Council hereby finds that it is in the best interests of the City of Truth or Consequences to now formally adopt an ADA Transition Plan as evidenced in the attached document entitled "City of Truth or Consequences ADA Transition Plan", a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, for the purposes of accessibility in the City of Truth or Consequences, this Transition Plan will focus on Title II, which specifically includes all Title requirements of the Americans with Disabilities Act as they pertain to Municipalities. Title II specifically prohibits discrimination by public entities on the basis of disability by requiring that all programs, services and activities be accessible to all people with disabilities. To accomplish this, the Department of Justice developed regulations requiring public entities that employ fifty or more people to develop a Transition Plan to map out the steps to compliance with Title II of the ADA; and

WHEREAS, this City Truth or Consequences ADA Transition Plan is created to comply with Title II of the ADA.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Commission of the City of Truth or Consequences, that the adoption of the City of Truth or Consequences ADA Transition Plan as identified in Exhibit A hereto is hereby authorized and approved.

PASSED, APPROVED AND ADOPTED this 25th day of June 2025.

Rolf Hechler, Mayor

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES
AMERICANS WITH DISABILITIES ACT
TRANSITION PLAN
FOR
FACILITIES AND PARKS ACCESSIBILITY

June 2025

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INTRODUCTION

The City of Truth or Consequences Community Development and Community Services, wants all citizens to participate in the programs, services, and activities offered by the government. Therefore, it is Truth or Consequences city policy to create a comprehensive plan to empower persons with disabilities to participate in the social and economic life of the community by eliminating physical and programmatic barriers.

In 1990, the Federal Government enacted the Americans with Disabilities Act ("ADA"). Title 11 of the ADA requires public entities that employ 59 or more people to develop a transition plan, which outlines the steps and schedule for making facilities accessible to individuals. The City of Truth or Consequences, New Mexico, has developed this tool to chart significant changes made by the City and establish action steps in-line with the City's commitment to eliminate physical and programmatic barriers.

PURPOSE

The purpose of the Plan is to abate obstacles so that the citizens of Truth or Consequences are provided full access to the City's programs, services and activities in a fashion as reasonably possible. The City of Truth or Consequences elected officials and staff believe the ability to accommodate disabled persons is essential to good customer service, the quality of life residents seek to enjoy and to effective governance.

This Plan has been prepared after study of all of the City's programs, services and activities. The ADA Guide to Small Towns, provided by the Department of Justice, was used to help make this transition plan possible.

Title 11 of the ADA requires that each of the City's services, programs and activities, when viewed in their entirety, be readily accessible and usable by individuals with disabilities.

This Plan identifies two (2) forms of barriers: physical barriers and programmatic barriers.

City facilities, parks, programs, services, policies, practices and procedures will continue to be surveyed on an on-going basis, and the Plan may be revised from time to time to account for changes to City activities.

A separate transition plan, Pavement Management Plan, has been developed to account for the inventory of sidewalks and curb ramps on streets that have been completed.

PHYSICAL BARRIERS

Of the total number of properties owned by the City, many are restricted only to personnel due to security policies. The remaining properties are in limited numbers and are fully utilized with programs, activities, and services. This eliminates the corrective action to relocate programs and services without incurring significant costs associated with land acquisitions and construction.

A self-evaluation/assessment of each of the City's physical facilities has been conducted in conjunction with the preparation of this Plan. Tables of these evaluations are included in the Appendices and attached hereto and by this reference incorporated herein. Deficiencies in the physical features of facilities and parks that diminish the ability of disabled persons to benefit from the City's programs, services and activities are identified.

A correction plan or other course of action is noted for each deficiency. The plan will be reviewed every year to update or modify the plan.

BASELINE CONDITIONS

Each of the City's facilities and parks was reviewed in light of several "baseline" conditions, including:

1. Access to parking and entry into the facilities/parks themselves;
2. Access to a clear and distinct path of travel;
3. Access to programs and services themselves;
4. Access to public areas and restrooms; and
5. Access to related amenities.

CRITERIA FOR DETERMINING EXISTENCE OF IMPEDIMENT

Criteria were established to determine whether corrective action needs to be taken at a particular facility. The criteria include, but are not limited to:

1. The nature of unique programs or services. Some facilities and sites are the only location that a particular program or service may be provided;
2. Facilities already in compliance with ADA accessibility guidelines. Some of the City's facilities were constructed or underwent major renovations after the effective date of the ADA;
3. Ability to relocate programs or services from one facility to another accessible facility. As described in the Physical Barriers section, relocation is a difficult solution because of current space needs. This corrective action remains available in the event an opportunity arises to relocate a program or service to an accessible facility;
4. Current state of accessibility. The current condition of each facility in terms of barriers already removed or planned to be removed;
5. Cost. The cost of alternatives to physical barrier removal versus the cost of an alternative corrective action plan.

CODES AND ORDINANCES

References and relevant sections of the 2025 Code of the City of Truth or Consequences which address pedestrian movement and facilities as they relate to ADA/accessibility issues are listed as follows:

Chapter 1: General Provisions, § 1-2: Definitions and Rules of Construction, Sidewalk The term "sidewalk" means a paved pathway provided for pedestrian use. The term "sidewalk" also identifies the primary use of that area in a public right-of-way between a street or road edge and an adjacent property line intended for the use of pedestrians.

Chapter 8: Buildings, Article II: Building Code, 1962, § 4-1-1:ORD.NO.560 §1, 2, 9-12-16 State codes adopted by reference.

New Mexico Commercial Building Code (NMCBC) and International Building Code... [To receive a building permit in the City of Truth or Consequences, all new commercial construction must meet the standards of accessibility within Chapter 11 of the International Building Code (as referenced in NMCBC), which includes accessibility requirements for routes, entrances, parking, elevators, toilet and bathing facilities, and dwelling units in large (>20) multi-family facilities.]

SEC-8-37 ADD: Obstructing movement

Obstructing movement consists of either: (1) Hindering, annoying, or molesting persons along any street, sidewalk, crosswalk, or other public way; or (2) Loitering, sitting, or standing around the entrance of any church, public building, theater, commercial establishment, or other place of public assemblage in any manner so as to intentionally obstruct such entrance.

General, § 42-3: Sidewalks

All sidewalks built in the city shall follow the standards established in ... FWHA CH 4

SEC 15-20 City Code, FWHA CH 4

... The integration of sidewalk and driveway shall meet current standards of the Americans with Disabilities Act. Where sidewalks do not occur, the driveway shall not create a hazard to pedestrians traveling along the right-of-way.

References and relevant sections from Ordinance 1174: Land Use and Zoning Code of 2025, Appendix C, 2025 Code of the City of Truth or Consequences, which address pedestrian movement and facilities as they relate to ADA/accessibility issues are listed as follows:

Article I: General Provisions, § 1.10 INCORPORATION OF CODES AND GUIDELINES BY REFERENCE

1.10.1 Latest version of the New Mexico Existing Building Code, 2006 New Mexico Commercial Building Code, 2006 International Building Code, and International Fire Code as specified in Chapter 18, Section 18-51 of the 2025 Code of Ordinances. [To receive a building permit in the City of Truth or Consequences, all new commercial construction must meet the standards of accessibility within Chapter 11 of the International Building Code (as referenced in NMCBC), which includes accessibility requirements for routes, entrances, parking, elevators, toilet and bathing facilities, and dwelling units in large (>20) multi-family facilities.]

Article II: General Provisions, § 2.2 Definitions: Americans with Disabilities Act Americans with Disabilities Act (ADA) of 1999, containing requirements for new and altered facilities to be accessible, and including guidelines and standards promulgated by the Act for accessible parking spaces, street crossings, sidewalks, curb ramps, and other related features.

Article II: Sidewalk

A paved pathway provided for pedestrian use. The term "sidewalk" also identifies the primary use of that area in a public right-of-way between a street or road edge and an adjacent property line that is intended for the use of pedestrians.

Article III: District Regulations, Use Regulations / Accessory Uses and Structures I Non-Residential Accessory Uses

Outdoor and sidewalk dining or sales provided that such facilities do not block or interfere with pedestrian traffic. A minimum of three feet of thoroughfare on sidewalk must be maintained to allow for wheelchair passage.

Article V: Development Standards, Streets

The purpose of this section is to ensure that the arrangement, design, character, extent, width, grade, and location of all streets: (1) shall conform to the Town's Comprehensive Plan; and (2) provide safe, convenient, and comfortable routes; and (3) meet the needs of all users of the streets, including children, older adults, and people with disabilities.

Article V: Development Standards, Streets/ Sidewalks

Sidewalks shall generally be placed on both sides of a street. Minimum sidewalk width is 5 feet exclusive of the abutting curb width.

Article V: Development Standards, Sidewalks

Sidewalks shall be constructed along both sides of every new street as indicated in Section 5.2, unless

otherwise allowed.... Wherever possible in repair and replacement of existing sidewalks, sidewalk design should comply with ADA, including sidewalk ramps, widths, and barrier removal. Segments over 150 feet in length must meet requirements for new construction.

Article V: Development Standards, Sidewalks

Sidewalks shall be constructed of Portland cement concrete at least four inches in thickness and shall slope one-eighth to one-fourth of an inch per foot from the edge of the walk nearest the property line to the edge nearest the street. ...

Article V: Development Standards, Off-Street Parking and Loading Regulations / Parking Requirements
Special Cases I Americans with Disabilities Act Parking spaces accessible for physically disabled persons shall be provided in compliance with the Americans with Disabilities Act (ADA) Standards for Accessible Design.

Article V: Development Standards,); Off-Street Parking and Loading Regulations/ Parking Area Layout and Design I Parking Area Dimensions
ADA parking spaces shall be sized to comply with the Americans with Disabilities Act Standards for Accessible Design.

Article V: Development Standards, Off-Street Parking and Loading Regulations / Parking Area Layout and Design/ Paving and Striping
All required off-street parking areas shall have an all-weather surface (e.g. concrete, asphalt, brick pavers or gravel) ... ADA spaces and associated aisles shall be paved with concrete or asphalt surface.

Article V: Development Standards, Signs / Temporary Signs / Portable Sandwich Board Signs
Portable sandwich board signs shall not be placed in or adjacent to any ADA access points.

LIST OF EXISTING FACILITIES

Below is a list of the City's facilities:

1. City Hall, 505 Sims Truth or Consequences NM 87901.
2. Administrative Annex Building 401 Mc adoo
3. The police department building 507 Mc adoo.
4. Lee Belle Johnson Building (VACANT) 301 S. Foch.
5. Meal site/SJOA building 360 W. 4th.
6. Civic Center/Senior REC building 400 W. 4th.
7. Public Library building 360 W. 4th
8. Municipal Court Building (VACANT) 297 W 3rd.
9. Municipal Airport Highway 181.
10. Water department building 314 W. 3rd
11. Waste Water treatment plant 1595 Animal Shelter road
12. Sanitation/Recycling center 601 Nadyne court
13. Electric Department 404 Joffre
14. Street Department 211 S. Ash
15. Facility Management Department
16. Service Center, 2700 S. Broadway

17. T or C Golf Course 685 W. Marie
18. T or C Swimming Pool 775 Daniels
19. Hamilton Veterans Museum, 996 South Broadway

Below is a list of the City's Parks:

1. PA Ralph Edwards Park. 300 E. Riverside
2. PB Family Park 2900 S. Broadway
3. PC Louis Armijo Ball Park, 2800 S. Broadway.

Tables listing identified issues, recommended corrections, and estimated costs are included in Appendix A for facilities and Appendix B for parks.

PROGRAMMATIC BARRIERS

COMMUNICATIONS

The City's Plan promotes that communications with people with disabilities are as effective as communications with others, as required by 28 C.F.R. § 35.160. Effective communication means that whatever is written or spoken must be as clear and understandable to people with disabilities as it is for people who do not have disabilities.

The City and County government jointly coordinate 9-1-1 and emergency communications services which are required by 28 C.F.R. § 35.162 to provide direct and equal access to persons with disabilities. The 9-1-1 calls within Sierra County are dispatched through Central Dispatch. The Sierra County Central Dispatch serves fire departments including volunteer fire departments, Sierra County Sheriff's Department, and City of Truth or Consequences Police Department.

ADA GRIEVANCE COORDINATION

The City will establish an ADA Grievance Policy and Procedures (Title VI). It is the City's hope that good communication will ensure that the City provides a forum in which individuals can raise issues related to access.

CONCLUSION

The City is taking the actions referenced above and noted in the appendices, and will continue to look for and remedy barriers to access in an effort to ensure that the disabled citizens of Truth or Consequences are given access to the City's programs, services and activities. At a minimum, the tables will identify items that are not ADA compliant, and after the adoption of this Plan by the Governing Body of the City of Truth or Consequences, the ADA tables will be updated on an annual basis.

City of Truth or Consequences ADA Transition plan

OPINION OF PROBABLE CONSTRUCTION COST

The unit prices in this opinion of probable cost are based on the 2016 based construction experience. All cost is intended to represent anticipated 2017 dollars. the cost should be escalated annually until construction is complete.

The following is our opinion of the most probable project costs based on our best judgment and experience and in house construction. Since we have no control over the cost of labor, materials, equipment, competitive bidding, or market conditions, we cannot guarantee that the actual project or construction costs will not vary from the opinion of probable cost prepared. The total project cost will also be affected by the time of year that bids are solicited, the amount of time allocated for construction and the total amount of construction performed under a particular contract.

1. City Hall	\$****0.00
2. Administrative Annex Building	\$**150.00
3. The Police Department Building	\$****0.00
4. Lee Belle Johnson Building (VACANT)	\$***50.00
5. Meal site/SOJA Building	\$**400.00
6. Civic Center/ Senior Rec Building	\$****0.00
7. Public Library Building	\$2,000.00
8. Municipal Court Building (VACANT)	\$****0.00
9. Municipal Airport Building	\$****0.00
10. Water Department Building	\$2,500.00
11. Waste Water Treatment Plant	\$2,500.00
12. Sanitation/ Recycle Building	\$**500.00
13. Electric Department Building	\$2,500.00
14. Street Department Building	\$5,000.00
15. Service Center Building	\$**500.00
16. Facility Management	\$****0.00
17. Golf Course Building	\$2,500.00
18. Swimming Pool	\$*950.00

19. Hamilton Veterans Museum	\$1,000.00
Totals	\$20,550.00

Truth or Consequences Parks

1. PA Ralph Edwards Park	\$****0.00
2. PB Family Park	\$****0.00
3. PC Louis Armijo Ball sport complex	\$****0.00

APPENDIX A

FACILITIES AND PARKS TABLES

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	no issues				
ENTRY DOORS	no issues				
INTERIOR DOORS	no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	no issues				
RESTROOMS	no issues				
FOUNTAINS	N/A				
COUNTERS	N/A				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Human Resources office at City Hall 505 sims			Ref. #	1 C

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	no issues				
ENTRY DOORS	no issues				
INTERIOR DOORS	no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	no issues				
RESTROOMS	no issues				
FOUNTAINS	N/A				
COUNTERS	no issues				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Clerks office at City Hall	505 Sims	Ref. #	1 B	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	no issues				
ENTRY DOORS	no issues				
INTERIOR DOORS	no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	no issues				
RESTROOMS	no issues				
FOUNTAINS	N/A				
COUNTERS	compliant/no issues				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Utility office at City Hall	505 Sims	Ref. #	1 C	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	no issues				
ENTRY DOORS	no issues				
INTERIOR DOORS	no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	N/A				
COUNTERS	compliant/no issues				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Administrative Annex building	401 McAdoo	Ref. #	2	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	no issues				
ENTRY DOORS	no issues				
INTERIOR DOORS	no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	N/A				
COUNTERS	compliant/no issues				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Police Department	507 McAdoo	Ref. #	3	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	no issues				
ENTRY DOORS	no issues				
INTERIOR DOORS	no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	compliant/no issues				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Lee Belle Johnson building	301 S. Foch	Ref. #	4	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	SIGNS AT WRONG HIEGHT	CORRECT THE SIGNS	\$400.00	TBD	TBD
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	compliant/no issues				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Senior Meal Site/SJOA building	360 W. 4th St.	Ref. #	5	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	compliant/no issues				
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	N/A				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Civic Center/Senior Rec. building	400 W. 4th St.	Ref. #	6	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	NEED NEW ADA PARKING	CONSTRUCT NEW ADA PARKING	\$2,000.00	TBD	TBD
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	compliant/no issues				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Public Library	325 Library Lane	REF#	7	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	compliant/no issues				
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	compliant/no issues				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Municipal Court	297 W. 3rd Ave	Ref. #	8	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	compliant/no issue				
ENTRY DOORS	compliant/no issue				
INTERIOR DOORS	compliant/no issue				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issue				
RESTROOMS	compliant/no issue				
FOUNTAINS	N/A				
COUNTERS	compliant/no issue				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Municipal Airport	Highway 181/Shooting Star Lane	Ref. #	9	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	compliant/no issues				
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	N/A				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	N/A				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Ralph Edwards Park	301 E. Riverside	REF	PA	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	compliant/no issues				
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	N/A				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	N/A				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Family Park	2900 South Broadway	REF	PB	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	compliant/no issues				
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	compliant/no issues				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Louis Armijo Ballfield Park	2800 South Broadway	REF	PC	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	NO ADA VAN ACCESS	Not Applicable	\$2,500.00	TBD	TBD
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	N/A				
COUNTERS	N/A				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Water Department	314 W. 3rd Ave	Ref. #	12	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	compliant/no issues		\$2,500.00	TBD	TBD
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	N/A				
COUNTERS	N/A				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Waste Water Treatment Plant	1595 Animal Shelter road		Ref. #	11

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	NO ADA VAN ACCESS	Not Applicable	\$500.00	TBD	TBD
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	N/A				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Sanitation/Recycling Center	601 Nadyne Ct.	Ref. #	12	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	NO ADA VAN ACCESS	Not Applicable	\$2,500.00	TBD	TBD
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	N/A				
COUNTERS	N/A				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Electric Department	404 Joffre	Ref. #	13	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	NO ADA VAN ACCESS	Not Applicable	\$2,500.00	TBD	TBD
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	not compliant.	up date to ADA fixtures/space	\$2,500.00	TBD	TBD
FOUNTAINS	compliant/no issues				
COUNTERS	N/A				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Streets Department	211 South Ash	Ref. #	14	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	NO ADA VAN ACCESS	CONSTRUCT ACCESS	\$500.00	TBD	TBD
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	N/A				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Service Center/Fleet	2700 S. Broadway	Ref. #	15	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	NO ADA VAN ACCESS	Not Applicable	0	TBD	TBD
ENTRY DOORS	Compliant/no issues				
INTERIOR DOORS	Compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	Compliant/no issues				
RESTROOMS	Compliant/no issues				
FOUNTAINS	N/A				
COUNTERS	N/A				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Facility Management	330 E, Riverside	Ref. #	16	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	NO ADA VAN ACCESS	CONSTRUCT VAN ACCESS	\$2,500.00	TBD	TBD
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	compliant/no issues				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Truth or Consequences Golf Course	685 W. Marie	Ref. #	17	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	VAN ACCESS NEEDS UPGRADE	RE-PAINT PARKING /RE-SIGN	\$150.00	TBD	TBD
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	HANDRAIL TO HIGH,NO TOEGUARD	CORRECT HANDRAIL	\$800.00	TBD	TBD
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	compliant/no issues				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	T. or C. Swimming pool	775 Daniels	Ref. #	18	

AREA	IDENTIFIED ISSUES	RECOMMENDED CORRECTION	ESTIMATED COST	EST. DATE	COM. DATE
PARKING AREA	ADA ACCESS TOO SMALL	RECONFIGURE/ RE-PAINT/RE-SIGN	\$1,000.00	TBD	TBD
ENTRY DOORS	compliant/no issues				
INTERIOR DOORS	compliant/no issues				
GENERAL SIGNAGE /ACCESSIBLE ROUTES	compliant/no issues				
RESTROOMS	compliant/no issues				
FOUNTAINS	compliant/no issues				
COUNTERS	compliant/no issues				
THE CITY OF TRUTH OR CONSEQUENCES ADA TRANSITION PLAN					
LOCATION	Hamilton Veterans' Museum	996 South Broadway	Ref. #	19	

APPENDIX B

STREETS TABLES

Truth or Consequences Streets
Complete Network Listing

	Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
	Grape	Marie	9th		\$ 9,700.00	\$ 1,800.00	y	570	32.0	3 way intersection grade on street to steep to accomplish ADA
	Grape	9th	8th		\$ 6,500.00	\$ 2,200.00	y	400	32.0	
	Grape	8th	7th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
	Grape	7th	6th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
	Grape	6th	5th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
	Grape	5th	4th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
	Fir	9th	8th		\$ 6,500.00	\$ 2,200.00	y	400	32.0	
	Fir	8th	7th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
	Fir	7th	6th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
	Fir	6th	5th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
	Fir	5th	4th		\$ 5,460.00	\$ 1,800.00	y	336	32.0	3 way intersection
MA	Foch	Marie	9th		\$ 9,700.00	\$ 1,800.00	y	570	39.0	3 way intersection grade on street to steep to accomplish ADA
MA	Foch	9th	8th		\$ 6,500.00	\$ 2,200.00	y	400	39.0	
MA	Foch	8th	7th		\$ 5,460.00	\$ 2,200.00	y	336	39.0	
MA	Foch	7th	6th		\$ 5,460.00	\$ 2,200.00	y	336	39.0	
MA	Foch	6th	5th		\$ 5,460.00	\$ 2,200.00	y	336	39.0	
MA	Foch	5th	4th		\$ 5,460.00	\$ 2,200.00	y	336	39.0	
MA	Foch	4th	3rd		\$ 2,730.00	\$ 2,200.00	y	336	39.0	sidewalk on east side
MA	Foch	3rd	2nd		\$ 5,460.00	\$ 2,200.00	y	336	39.0	
MA	Foch	2nd	Lincoln		\$ 3,250.00	\$ 2,200.00	y	400	39.0	sidewalk on west side of road grade on street to steep to accomplish ada
MA	Foch (East of median)	Lincoln	Main		\$ 1,868.75	\$ -	y	230	39.0	Main is part of BL 125 and meets ada
MA	Foch (West of median)	Lincoln	Main		\$ -	\$ -	y	0	0.0	closed 1999
MA	Foch	Main	McAdoo		\$ 6,175.00	\$ 2,200.00	y	380	45.0	sidewalk is old and wpa stamped
	Foch	McAdoo	Broadway		\$ 6,175.00	\$ -	y	380	45.0	Broadway is part of BL 125 and meets ada
	Foch	Broadway	Austin		\$ 6,012.50	\$ 2,200.00	y	370	32.0	sidewalk wpa
	Foch	Austin	Marr		\$ 6,012.50	\$ 2,200.00	y	370	32.0	wpa
	Foch	Marr	Van Patten		\$ 6,012.50	\$ 2,200.00	y	370	32.0	
	Foch	Van Patten	Riverside		\$ 9,425.00	\$ 1,800.00	y	580	32.0	3 way intersection
	Ivy	2nd	3rd		\$ 5,400.00	\$ 1,800.00	y	336	32.0	3 way intersection
	Ivy	3rd	4th		\$ 5,400.00	\$ 2,200.00	y	336	32.0	
	Ivy	4th	5th		\$ 5,400.00	\$ 2,200.00	y	336	32.0	
	Ivy	5th	6th		\$ 5,400.00	\$ 2,200.00	y	336	32.0	
	Ivy	6th	7th		\$ 5,400.00	\$ 2,200.00	y	336	32.0	
	Ivy	7th	8th		\$ 5,400.00	\$ 2,200.00	y	336	32.0	

Truth or Consequences Streets
Complete Network Listing

Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
Ivy	8th	9th		\$ 6,500.00	\$ 2,200.00	y	400	32.0	
Ivy	9th	Marie		\$ 9,700.00	\$ 1,800.00	y	570	32.0	3 way intersection
Juniper	Marie	9th		\$ 9,700.00	\$ 1,800.00	y	570	32.0	3 way intersection grade on street to steep to accomplish ADA
Juniper	9th	8th		\$ 6,500.00	\$ 2,200.00	y	400	32.0	
Juniper	8th	7th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
Juniper	7th	6th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
Juniper	6th	5th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
Juniper	5th	4th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
Juniper	4th	3rd		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
Juniper	3rd	2nd		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
Juniper	2nd	1st		\$ 3,965.00	\$ 2,200.00	y	244	32.0	
Juniper	Lincoln	Garst		\$ 6,500.00	\$ 1,800.00	y	400	12.0	3 way intersection
Kopra	4th	5th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
Kopra	5th	6th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
Kopra	6th	7th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
Kopra	7th	8th		\$ 5,460.00	\$ 2,200.00	y	336	32.0	
Kopra	8th	9th		\$ 6,500.00	\$ 2,200.00	y	400	32.0	
Kopra	9th	Marie		\$ 9,700.00	\$ 2,200.00	y	570	32.0	
MA	Kopra	Marie	Pvmt. End	\$ 8,125.00	\$ 1,100.00	y	500	32.0	end sidewalk at dirt
MA	Paraway	Marie	End	\$ 8,125.00	\$ 1,800.00	y	500	32.0	3 way intersection
	Locust	Cul-de-Sac	Marie	\$ 10,562.50	\$ 2,200.00	y	650	32.0	
	Locust	Marie	9th	\$ 9,700.00	\$ 2,200.00	y	570	32.0	
	Locust	9th	8th	\$ 6,500.00	\$ 2,200.00	y	400	32.0	
	Locust	8th	7th	\$ 5,460.00	\$ 2,200.00	y	336	32.0	
	Poplar	6th	2nd						
	Poplar	6th	7th	\$ 5,460.00	\$ 2,200.00	y	336	32.0	
	Poplar	7th	8th	\$ 5,460.00	\$ 2,200.00	y	336	32.0	
	Poplar	8th	9th	\$ 6,500.00	\$ 2,200.00	y	400	32.0	
	Poplar	9th	Marie	\$ 9,700.00	\$ 2,200.00	y	570	32.0	
	Poplar	Marie	End	\$ 15,031.25	\$ 1,100.00	y	925	32.0	
	Poplar	Dead End	Marie	\$ 13,000.00	\$ 3,300.00	y	800	32.0	dead end and marie intersection
	Spruce	Marie	9th	\$ 9,700.00	\$ 2,200.00	y	570	32.0	
	Spruce	9th	8th	\$ 6,500.00	\$ 2,200.00	y	400	32.0	
	Spruce	8th	7th	\$ 5,460.00	\$ 2,200.00	y	336	32.0	
	Spruce	8th	9th	\$ 6,500.00	\$ 2,200.00	y	400	32.0	
	Yucca	9th	Marie	\$ 9,700.00	\$ 1,800.00	y	570	32.0	3 way intersection

Truth or Consequences Streets
Complete Network Listing

Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
Yucca	6th	8th		\$ 10,920.00	\$ 1,800.00	y	672	32.0	3 way intersection
Palo Verde	8th	9th		\$ 6,500.00	\$ 1,800.00	y	400	32.0	3 way intersecyion
Palo Verde	9th	6th		\$ 17,000.00	\$ 2,200.00	y	1050	32.0	3 way intersecyion
Sierra Vista	Sierra Vista	Palo Verde		\$ 6,500.00	\$ -	y	400	32.0	
MA 6th west	Palo Verde	Poplar		\$ 18,395.00	\$ -	y	1132	32.0	
MA 6th west	Poplar	Locust		\$ 6,093.75	\$ -	y	375	32.0	
MA 6th west	Locust	Kopra		\$ 6,093.75	\$ -	y	375	32.0	
MA 6th west	Kopra	Juniper		\$ 6,093.75	\$ -	y	375	32.0	
MA 6th west	Juniper	Ivy		\$ 6,093.75	\$ -	y	375	32.0	
MA 6th west	Ivy	Foch		\$ 6,093.75	\$ -	y	375	32.0	
MA 6th west	Foch	Grape		\$ 6,093.75	\$ -	y	375	32.0	
MA 6th west	Grape	Fir		\$ 6,093.75	\$ -	y	375	32.0	
MA 6th west	Fir	Pershing		\$ 6,093.75	\$ -	y	375	32.0	
MA 6th west	Pershing	Date		\$ 5,460.00	\$ -	y	336	32.0	Date BL 125 ada compliant
6th east	Tingley	Coleman		\$ 6,175.00	\$ -	y	380	32.0	
6th east	Coleman	Corbett		\$ 6,175.00	\$ -	y	380	32.0	
6th east	Lucky	Silver		\$ 8,937.50	\$ -		550	32.0	
6th east	Silver	Gold		\$ 6,175.00	\$ -		380	32.0	
6th east	Gold	Magnolia		\$ 6,175.00	\$ -		380	32.0	
6th east	Magnolia	Elm		\$ 6,175.00	\$ -		380	32.0	
6th east	Pine	Ash		\$ 6,500.00	\$ -		400	32.0	
6th east	Ash	Birch		\$ 6,093.75	\$ -		375	32.0	
6th east	Birch	Cedar		\$ 6,093.75	\$ -		375	32.0	
6th east	Cedar	Date		\$ 5,460.00	\$ -		336	32.0	Date BL 125 ada compliant
6th east	Date	Pershing		\$ 6,093.75	\$ -		375	32.0	
MA Marie	Pershing	Grape		\$ 12,187.52	\$ -		750	32.0	
MA Marie	Grape	Foch		\$ 6,093.75	\$ -		375	32.0	
MA Marie	Foch	Ivy		\$ 6,093.75	\$ -		375	32.0	
MA Marie	Ivy	Juniper		\$ 6,093.75	\$ -		375	32.0	
MA Marie	Juniper	Kopra		\$ 6,093.75	\$ -		375	32.0	
MA Marie	Kopra	Locust		\$ 6,093.75	\$ -		375	32.0	
MA Marie	Locust	Poplar		\$ 6,093.75	\$ -		375	32.0	
MA Marie	Poplar	Spruce		\$ 6,093.75	\$ -		375	32.0	
MA Marie	Spruce	Yucca		\$ 6,093.75	\$ -		375	32.0	
MA Marie	Sierra Vista	Palo Verde		\$ 6,678.75	\$ -		411	32.0	
9th west	Palo Verde	Yucca		\$ 6,093.75	\$ -		375	32.0	

Truth or Consequences Streets
Complete Network Listing

	Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
	9th west	Yucca	Spruce		\$ 6,093.75	\$ -		375	32.0	
	9th west	Spruce	Poplar		\$ 6,093.75	\$ -		375	32.0	
	9th west	Poplar	Locust		\$ 6,093.75	\$ -		375	32.0	
	9th west	Locust	Kopra		\$ 6,093.75	\$ -		375	32.0	
	9th west	Kopra	Juniper		\$ 6,093.75	\$ -		375	32.0	
	9th west	Juniper	Ivy		\$ 6,093.75	\$ -		375	32.0	
	9th west	Ivy	Foch		\$ 6,093.75	\$ -		375	32.0	
	9th west	Foch	Grape		\$ 6,093.75	\$ -		375	32.0	
	9th west	Grape	Fir		\$ 6,093.75	\$ -		375	32.0	
	9th west	Fir	Pershing		\$ 6,093.75	\$ -		375	32.0	
	9th west	Pershing	Date		\$ 5,460.00	\$ -		336	32.0	west date ada compliant
MA	9th East	Date	Cedar		\$ 5,460.00	\$ -		336	32.0	east date ada compliant
MA	9th east	Cedar	Ash		\$ 5,776.87	\$ -		711	32.0	south side meets ada
MA	9th east	Ash	Pine		\$ 3,168.75	\$ -		390	32.0	south side meets ada
MA	9th east	Ash	Jnct.		\$ 812.50	\$ -		100	32.0	south side meets ada
MA	9th east	Pine	Maple		\$ 3,046.87	\$ -		375	32.0	south side meets ada
MA	9th east	Maple	Elm		\$ 3,046.87	\$ -		375	32.0	south side meets ada
MA	9th east	Elm	Magnolia		\$ 3,046.87	\$ -		375	32.0	south side meets ada
MA	9th east	Magnolia	Gold		\$ 6,093.78	\$ -		375	32.0	
MA	9th east	Gold	Silver		\$ 6,678.75	\$ -		411	32.0	
	9th West	Date	Pershing		\$ 6,093.75	\$ -		375	32.0	west date ada compliant
	8th west	Pershing	Fir		\$ 6,093.75	\$ -		375	32.0	
	8th west	Fir	Grape		\$ 6,093.75	\$ -		375	32.0	
	8th west	Grape	Foch		\$ 6,093.75	\$ -		375	32.0	
	8th west	Foch	Ivy		\$ 6,093.75	\$ -		375	32.0	
	8th west	Ivy	Juniper		\$ 6,093.75	\$ -		375	32.0	
	8th west	Juniper	Kopra		\$ 6,093.75	\$ -		375	32.0	
	8th west	Kopra	Locust		\$ 6,093.75	\$ -		375	32.0	
	8th west	Locust	Poplar		\$ 6,093.75	\$ -		375	32.0	
	8th west	Poplar	Spruce		\$ 6,093.75	\$ -		375	32.0	
	8th west	Coleman	Corbett		\$ 6,500.00	\$ -		400	32.0	
	8th east	Corbett	Lucky		\$ 6,093.75	\$ -		375	32.0	
	8th east	Lucky	Silver		\$ 7,881.25	\$ -		485	32.0	
	8th east	Silver	Gold		\$ 6,093.75	\$ -		375	32.0	
	8th east	Gold	Magnolia		\$ 6,093.75	\$ -		375	32.0	
	8th east	Magnolia	Elm		\$ 6,093.75	\$ -		375	32.0	

Truth or Consequences Streets
Complete Network Listing

Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
8th east	Maple	Pine		\$ 6,093.75	\$ -		375	32.0	
8th east	Pine	Ash		\$ 6,093.75	\$ -		375	32.0	
8th east	Cedar	Date		\$ 6,093.75	\$ -		375	32.0	east date ada compliant
8th east	Spruce	Poplar		\$ 6,678.75	\$ -		411	32.0	
7th west	Poplar	Locust		\$ 6,093.75	\$ -		375	32.0	
7th west	Locust	Kopra		\$ 6,093.75	\$ -		375	32.0	
7th west	Kopra	Juniper		\$ 6,093.75	\$ -		375	32.0	
7th west	Juniper	Ivy		\$ 6,093.75	\$ -		375	32.0	
7th west	Ivy	Foch		\$ 6,093.75	\$ -		375	32.0	
7th west	Foch	Grape		\$ 6,093.75	\$ -		375	32.0	
7th west	Grape	Fir		\$ 6,093.75	\$ -		375	32.0	
7th west	Fir	Pershing		\$ 6,093.75	\$ -		375	32.0	
7th west	Pershing	Date		\$ 5,460.00	\$ -		336	32.0	west date ada compliant
7th west	Date	Cedar		\$ 6,093.75	\$ -		375	32.0	east date ada compliant
7th east	Cedar	Birch		\$ 6,093.75	\$ -		375	32.0	
7th east	Birch	Ash		\$ 6,093.75	\$ -		375	32.0	
7th east	Ash	Pine		\$ 6,093.75	\$ -		375	32.0	
7th east	Elm	Magnolia		\$ 6,678.75	\$ -		411	32.0	
7th east	Magnolia	Gold		\$ 6,093.75	\$ -		375	32.0	
7th east	Gold	Silver		\$ 6,093.75	\$ -		375	32.0	
7th east	Silver	Lucky		\$ 6,093.75	\$ -		375	32.0	
7th east	Lucky	Corbett		\$ 6,093.75	\$ -		375	32.0	
7th east	Corbett	Coleman		\$ 6,093.75	\$ -		375	32.0	
7th east	Date	Pershing		\$ 6,093.75	\$ -		375	32.0	west date ada compliant
2nd west	Pershing	Dead End (Fir)		\$ 6,093.75	\$ -		375	32.0	
2nd west	Dead End (Grape)	Foch		\$ 8,125.00	\$ -		500	32.0	
2nd west	Foch	Ivy		\$ 6,093.75	\$ -		375	32.0	
2nd west	Ivy	Juniper		\$ 6,093.75	\$ -		375	32.0	
2nd west	Juniper	End of Pavement		\$ 4,680.00	\$ -		288	32.0	
2nd west	Date	Cedar		\$ 6,093.75	\$ -		375	32.0	east date ada compliant
2nd east	Cedar	Birch		\$ 6,093.75	\$ -		375	32.0	
2nd east	Birch	Ash		\$ 6,093.75	\$ -		375	32.0	
2nd east	Ash	Maple		\$ 6,093.75	\$ -		375	32.0	
2nd east	Maple	Elm		\$ 6,093.75	\$ -		375	32.0	
2nd east	Elm	Magnolia		\$ 6,093.75	\$ -		375	32.0	
2nd east	Magnolia	Gold		\$ 6,093.75	\$ -		375	32.0	

Truth or Consequences Streets
Complete Network Listing

Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
2nd east	Gold	Silver		\$ 6,093.75	\$ -		375	32.0	
2nd east	Silver	Oak		\$ 6,093.75	\$ -		375	32.0	
2nd east	Tingley	Coleman		\$ 8,125.00	\$ -		500	30.0	
2nd east	Juniper	Ivy		\$ 6,678.75	\$ -		411	32.0	
3rd west	Ivy	Foch		\$ 6,093.75	\$ -		375	32.0	
3rd west	Foch	Date		\$ 26,000.00	\$ -		1600	32.0	
3rd west	Date	Fir		\$ 12,187.50	\$ -		750	32.0	
4th west	Fir	Grape		\$ 6,093.75	\$ -		375	32.0	
4th west	Grape	Foch		\$ 6,093.75	\$ -		375	32.0	
4th west	Foch	Ivy		\$ 6,093.75	\$ -		375	32.0	
4th west	Ivy	Juniper		\$ 6,093.75	\$ -		375	32.0	
4th west	Juniper	Kopra		\$ 6,093.75	\$ -		375	32.0	
4th west	Kopra	Locust		\$ 6,093.75	\$ -		375	32.0	
4th west	Coleman	Corbett		\$ 6,678.75	\$ -		411	32.0	
4th east	Corbett	Lucky		\$ 6,175.00	\$ -		380	32.0	
4th east	Lucky	Silver		\$ 38,937.50	\$ -		550	32.0	
4th east	Silver	Gold		\$ 6,175.00	\$ -		380	32.0	
4th east	Gold	Magnolia		\$ 6,175.00	\$ -		380	32.0	
4th east	Magnolia	Elm		\$ 6,175.00	\$ -		380	32.0	
4th east	Elm	Maple		\$ 5,687.50	\$ -		350	32.0	
4th east	Maple	Ash		\$ 11,375.00	\$ -		700	32.0	
4th east	Ash	Cedar		\$ 12,187.50	\$ -		750	32.0	
4th east	Cedar	Date		\$ 5,460.00	\$ -		336	32.0	
4th east	Tingley	Arrowhead		\$ 6,175.00	\$ -		380	30.0	
4th east	Arrowhead	Robert		\$ 6,500.00	\$ -		400	30.0	
4th east	Robert	Cherry Lane		\$ 4,875.00	\$ -		300	30.0	
4th east	Locust	Kopra		\$ 6,678.75	\$ -		411	32.0	
5th west	Kopra	Juniper		\$ 6,093.75	\$ -		375	32.0	
5th west	Juniper	Ivy		\$ 6,093.75	\$ -		375	32.0	
5th west	Ivy	Foch		\$ 6,093.75	\$ -		375	32.0	
5th west	Foch	Grape		\$ 6,093.75	\$ -		375	32.0	
5th west	Grape	Fir		\$ 6,093.75	\$ -		375	32.0	
5th west	Fir	Date		\$ 12,918.75	\$ -		795	32.0	
5th west	Date	Cedar		\$ 5,460.00	\$ -		336	32.0	
5th east	Cedar	Birch		\$ 6,093.75	\$ -		375	32.0	
5th east	Birch	Ash		\$ 6,093.75	\$ -		375	32.0	

Truth or Consequences Streets
Complete Network Listing

Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
5th east	Ash	Pine		\$ 6,093.75	\$ -		375	32.0	
5th east	Pine	Maple		\$ 6,093.75	\$ -		375	32.0	
5th east	Maple	Elm		\$ 6,093.75	\$ -		375	32.0	
5th east	Magnolia	Gold		\$ 6,678.75	\$ -		411	32.0	
5th east	Gold	Silver		\$ 6,093.75	\$ -		375	32.0	
5th east	Silver	Oak		\$ 6,093.75	\$ -		375	32.0	
5th east	Oak	Lucky		\$ 5,460.00	\$ -		336	32.0	
5th east	Lucky	Corbett		\$ 6,678.75	\$ -		411	32.0	
5th east	Corbett	Coleman		\$ 6,678.75	\$ -		411	32.0	
5th east	Ralph Edwards Dr.	Barton		\$ 16,981.25	\$ 2,200.00		1045	36.0	
Pershing	Barton	Marie		\$ 12,025.00	\$ 1,100.00		740	36.0	
Pershing	Marie	9th		\$ -	\$ -				ada one side hill to steep for ada
Pershing	9th	8th		\$ 6,500.00	\$ 3,300.00		400	32.0	
Pershing	8th	7th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Pershing	2nd	Main		\$ 17,875.00	\$ 2,200.00		1100	32.0	
Pershing	Broadway	Main		\$ 7,312.50	\$ 2.00		450	32.0	WPA sidewalk electric poles in sidewalk
Pershing	Austin	Broadway		\$ 4,875.00	\$ 2,200.00		330	32.0	
Pershing south	Marr	Austin		\$ 6,012.50	\$ 2,200.00		370	32.0	
Pershing south	Van Patten	Marr		\$ 6,012.50	\$ 2,200.00		370	32.0	
Pershing south	Riverside	Van Patten		\$ 2,600.00	\$ 1,100.00		160	32.0	
Pershing south	Foch	Dead End (East)		\$ -	\$ 1,100.00		372	32.0	grade to steep and road way to narrow
Lincoln	Foch	End of Pavement		\$ -	\$ 1,100.00		210	20.0	grade to steep and road way to narrow
Lincoln	End	Main		\$ 13,650.00	\$ -		840	24.0	hill becomes to steep for ada
Garst	Main	End		\$ 8,125.00	\$ -		500	24.0	
Matson	Main	Clancy		\$ 47,125.00	\$ -		290	45.0	
McAdoo	Clancy	Daniels		\$ 8,125.00	\$ 2,200.00		500	45.0	
McAdoo	Daniels	Foch		\$ 8,125.00	\$ 2,200.00		500	45.0	
McAdoo	Foch	Jones		\$ 8,125.00	\$ 2,200.00		500	24.0	
McAdoo	Jones	Pershing		\$ 2,762.50	\$ 2,200.00		170	24.0	
McAdoo	Foch	Daniels		\$ 8,125.00	\$ 2,200.00		500	36.0	
Sims	Daniels	Clancy		\$ 8,125.00	\$ 2,200.00		500	50.0	WPA sidewalk electric poles in sidewalk
Sims	Main	McAdoo		\$ 3,250.00	\$ 2,200.00		200	32.0	WPA sidewalk electric poles in sidewalk
Clancy	McAdoo	Broadway		\$ 4,322.50	\$ 2,200.00		266	32.0	
Clancy	Broadway	Austin		\$ 6,012.50	\$ 2,200.00		370	32.0	
Clancy	Austin	Marr		\$ 6,012.50	\$ 2,200.00		370	32.0	
Clancy	Marr	Van Patten		\$ 6,012.50	\$ 2,200.00		370	32.0	

Truth or Consequences Streets
Complete Network Listing

Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
Clancy	Van Patten	Charles		\$ 6,012.50	\$ 2,200.00		370	32.0	
Clancy	Charles	Wyona		\$ 6,012.50	\$ 2,200.00		370	32.0	
Clancy	Wyona	Charles		\$ 6,825.00	\$ 2,200.00		420	32.0	
MA Daniels	Charles	Van Patten		\$ 6,012.50	\$ 2,200.00		370	32.0	
MA Daniels	Van Patten	Marr		\$ 6,012.50	\$ 2,200.00		370	32.0	
MA Daniels	Marr	Austin		\$ 6,012.50	\$ 2,200.00		370	32.0	
MA Daniels	Austin	Broadway		\$ 5,460.00	\$ 2,200.00		336	32.0	
MA Daniels	Broadway	McAdoo		\$ 5,850.00	\$ 2,200.00		360	39.0	
Daniels	Date	barton		\$ 8,287.50	\$ 1,100.00		510		
Cedar	Date	Ash		\$ 8,278.50	\$ 2,200.00		510		
Cedar	Ash	Barton		\$ 9,750.00	\$ 2,200.00		600		
Cedar	barton	Marie		\$ 11,878.75	\$ 2,200.00		731		
Cedar	Marie	9th		\$ 13,877.50	\$ 2,200.00		854	32.0	
Cedar	9th	8th		\$ 6,500.00	\$ 2,200.00		400	32.0	
Cedar	8th	7th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Cedar	7th	6th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Cedar	6th	5th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Cedar	5th	4th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Cedar	4th	3rd		\$ 5,460.00	\$ 2,200.00		336	32.0	north side of third ada compliant
Cedar	3rd	2nd		\$ 5,460.00	\$ 2,200.00		336	32.0	housing authority east side of cedar
Cedar	2nd	1st		\$ 2,730.00	\$ 1,100.00		336	32.0	housing authority east side of cedar
Cedar	1st	Joffre		\$ 2,730.00	\$ 1,100.00		336	32.0	housing authority east side of cedar
Cedar	Joffre	Riverside		\$ 2,730.00	\$ 2,200.00		170	32.0	housing authority east side of cedar
Cedar	Riverside	To End (River)		\$ 6,500.00	\$ 1,100.00		400	32.0	
Cedar	Riverside	1st		\$ 7,962.50	\$ 1,100.00		490	32.0	
Birch	1st	2nd		\$ 5,460.00	\$ 2,200.00		336	32.0	
Birch	2nd	3rd		\$ 5,460.00	\$ 2,200.00		336	32.0	
Birch	3rd	4th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Birch	4th	5th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Birch	5th	6th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Birch	6th	7th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Birch	7th	8th		\$ 6,500.00	\$ 2,200.00		400	38.0	
Ash	8th	7th		\$ 5,460.00	\$ 2,200.00		336	38.0	
Ash	7th	6th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Ash	6th	5th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Ash	5th	4th		\$ 5,460.00	\$ 2,200.00		336	32.0	

Truth or Consequences Streets
Complete Network Listing

Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
Ash	4th	3rd		\$ 5,460.00	\$ -		336	32.0	
Ash	3rd	2nd		\$ 5,460.00	\$ 3,300.00		336	32.0	north side of third ada compliant
Ash	2nd	1st		\$ 5,460.00	\$ 2,200.00		336	32.0	
Ash	1st	Joffre		\$ 5,460.00	\$ 2,200.00		336	32.0	
Ash	Joffre	Riverside		\$ 4,062.50	\$ 2,200.00		250	32.0	bill to steep for ada
Ash	5th	6th		\$ 5,460.00	\$ 3,300.00		336	32.0	
Pine	6th	7th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Pine	7th	8th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Pine	8th	9th (End of Pvm.)		\$ 5,118.75	\$ 1,100.00		315	32.0	
Pine	4th	3rd		\$ 5,037.50	\$ 1,100.00		310	32.0	north side of third ada compliant
Maple	3rd	2nd		\$ 5,460.00	\$ 2,200.00		336	32.0	
Maple	2nd	1st		\$ 5,460.00	\$ 2,200.00		336	32.0	
Maple	1st	Dead End		\$ 4,468.75	\$ 800.00		275	32.0	
Maple	Dead End	Riverside		\$ 5,687.50	\$ 1,800.00		350	32.0	
Maple	Riverside	Joffre		\$ 5,281.25	\$ 1,800.00		325	32.0	
Elm	Joffre	1st		\$ 6,930.00	\$ 2,200.00		420	32.0	
Elm	1st	2nd		\$ 5,460.00	\$ 2,200.00		336	32.0	
Elm	2nd	3rd		\$ 5,460.00	\$ 2,200.00		336	32.0	
Elm	3rd	4th		\$ 5,037.50	\$ 1,100.00		310	32.0	north side of third ada compliant
Elm	4th	5th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Elm	5th	6th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Elm	6th	7th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Elm	7th	8th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Elm	8th	9th		\$ 6,500.00	\$ 1,100.00		400	32.0	
Elm	Hospital	9th		\$ 6,500.00	\$ 2,200.00		400	32.0	
Magnolia	9th	8th		\$ 6,500.00	\$ 2,200.00		400	32.0	
Magnolia	8th	7th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Magnolia	7th	6th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Magnolia	6th	5th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Magnolia	5th	4th		\$ 5,460.00	\$ 3,300.00		336	32.0	
Magnolia	4th	3rd		\$ 5,037.50	\$ -		310	32.0	north side of third ada compliant
Magnolia	3rd	2nd		\$ 5,460.00	\$ 2,200.00		336	32.0	
Magnolia	2nd	1st		\$ 5,460.00	\$ 2,200.00		336	32.0	
Magnolia	1st	Joffre		\$ 4,468.75	\$ 2,200.00		275	32.0	
Magnolia	Joffre	Riverside		\$ 7,962.50	\$ 2,200.00		490	32.0	
Magnolia	Joffre	1st		\$ 4,062.50	\$ 2,200.00		250	32.0	

Truth or Consequences Streets
Complete Network Listing

Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
Gold	1st	2nd		\$ 5,281.25	\$ 2,200.00		325	32.0	
Gold	2nd	3rd		\$ 5,460.00	\$ -		336	32.0	north side of third ada compliant
Gold	3rd	4th		\$ 5,037.50	\$ 3,300.00		310	32.0	
Gold	4th	5th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Gold	5th	6th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Gold	6th	7th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Gold	7th	8th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Gold	8th	9th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Gold	9th	Hospital		\$ 6,500.00	\$ 2,200.00		400	32.0	
Gold	Smith	End of Chip-Seal		\$ 27,300.00	\$ 2,200.00		1680	32.0	
MA	Silver	End of Chip-Seal		\$ 10,920.00	\$ 2,200.00		672	32.0	
MA	Silver	9th		\$ 5,460.00	\$ 2,200.00		336	32.0	
MA	Silver	8th		\$ 5,460.00	\$ 2,200.00		336	32.0	
MA	Silver	7th		\$ 5,460.00	\$ 2,200.00		336	32.0	
MA	Silver	6th		\$ 5,460.00	\$ 2,200.00		336	32.0	
MA	Silver	5th		\$ 5,460.00	\$ 2,200.00		336	32.0	
MA	Silver	4th		\$ 5,460.00	\$ 3,300.00		336	32.0	
MA	Silver	4th		\$ 5,037.50	\$ -		310	32.0	north side of third ada compliant
MA	Silver	3rd		\$ 5,460.00	\$ 2,200.00		336	32.0	
	Silver	2nd		\$ 5,281.25	\$ 2,200.00		325	32.0	
	Silver	1st		\$ 6,987.50	\$ 2,200.00		430	18.0	
	Silver	2nd		\$ 5,460.00	\$ -		336	32.0	north side of third ada compliant
Oak	3rd	4th		\$ 5,460.00	\$ 3,300.00		336	32.0	
Oak	4th	5th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Oak	200' N of 9th	8th		\$ 8,937.20	\$ 2,200.00		550	32.0	
Lucky	8th	7th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Lucky	7th	6th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Lucky	6th	5th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Lucky	5th	4th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Lucky	4th	3rd		\$ 5,460.00	\$ 2,200.00		336	32.0	
Lucky	Caballo	3rd		\$ 975.00	\$ 3,300.00		60	32.0	
Corbett	3rd	4th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Corbett	4th	5th		\$ 5,460.00	\$ 2,200.00		336	32.0	alba
Corbett	5th	6th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Corbett	6th	7th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Corbett	7th	8th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Corbett	8th	7th		\$ 5,460.00	\$ 2,200.00		336	32.0	

Truth or Consequences Streets
Complete Network Listing

Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
Coleman	7th	6th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Coleman	6th	5th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Coleman	5th	4th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Coleman	4th	3rd		\$ 1,462.50	\$ 2,200.00		90	32.0	
Coleman	Caballo	2nd		\$ 6,175.00	\$ 2,200.00		380	32.0	
Coleman	7th	6th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Tingley	6th	5th		\$ 5,460.00	\$ 2,200.00		336	32.0	
Tingley	5th	3rd (4th doesn't)		\$ 5,460.00	\$ 2,200.00		336	32.0	
Tingley	Broadway	Main		\$ 7,800.00	\$ -		480	48.0	
Jones	Broadway	Austin		\$ 6,012.50	\$ 2,200.00		370	32.0	
Mims	Austin	Riverside		\$ 6,825.00	\$ 2,200.00		420	32.0	
Mims	Date	Riverside		\$ -	\$ -		300	32.0	
Broadway	Broadway	Austin		\$ 7,312.50	\$ -		450	32.0	
MA Riverside	Mims	Pershing		\$ 6,500.00	\$ 2,200.00		400	32.0	
MA Riverside	Pershing	Foch		\$ 6,500.00	\$ 2,200.00		400	32.0	
MA Riverside	Date	Cedar		\$ 6,093.75	\$ -		375	32.0	
MA Riverside	Cedar	Birch		\$ 6,093.75	\$ 2,200.00		375	32.0	need curb estimate
MA Riverside	Birch	Ash		\$ 2.00	\$ 2,200.00		320	32.0	
MA Riverside	Ash	Pine		\$ 6,093.75	\$ 2,200.00		375	32.0	
MA Riverside	Pine	Maple		\$ 6,093.75	\$ 2,200.00		375	32.0	
MA Riverside	Maple	Elm		\$ 6,093.75	\$ 2,200.00		375	32.0	
MA Riverside	Elm	Magnolia		\$ 6,093.75	\$ 2,200.00		375	32.0	
MA Riverside	Magnolia	Ploen		\$ 25,765.25	\$ 2,200.00		1585	32.0	
MA Riverside	Ploen	Cherry Lane		\$ 38,593.75	\$ 2,200.00		2375	32.0	
MA Riverside	Cherry Lane	Hwy 51		#####	\$ 2,200.00		6600	32.0	
MA Riverside	Riverside	Mims		\$ 8,612.50	\$ -		530	36.0	
Austin	Mims	Pershing		\$ 4,712.50	\$ -		290	48.0	
Austin	Pershing	Foch		\$ 8,612.50	\$ -		530	48.0	
Austin	Foch	Daniels		\$ 8,612.50	\$ -		530	48.0	
Austin	Daniels	Clancy		\$ 8,612.50	\$ -		530	48.0	
Austin	Clancy	Post		\$ 8,612.50	\$ -		530	48.0	
Austin	Post	McElroy		\$ 8,612.50	\$ -		300	48.0	
Austin	McElroy	Broadway		\$ 2,437.50	\$ -		150	24.0	
Austin	Broadway	Austin		\$ 6,012.50	\$ 2,200.00		370	32.0	
Post	Austin	Marr		\$ 6,012.50	\$ 2,200.00		370	32.0	
Post	Marr	Van Patten		\$ 6,012.50	\$ 2,200.00		370	32.0	

Truth or Consequences Streets
Complete Network Listing

Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
Post	Van Patten	Charles		\$ 6,012.50	\$ 2,200.00		370	32.0	
Post	Charles	Wyona		\$ 6,012.50	\$ 2,200.00		370	32.0	
Post	Broadway	Post		\$ 10,887.50	\$ -		670	45.0	
Marr	Post	Clancy		\$ 8,612.50	\$ -		530	45.0	
Marr	Clancy	Daniels		\$ 8,612.50	\$ -		530	45.0	
Marr	Daniels	Foch		\$ 8,612.50	\$ -		530	45.0	
Marr	Foch	Pershing		\$ 8,612.50	\$ -		530	45.0	
Marr	Pershing	Foch		\$ 8,612.50	\$ -		530	40.0	
Van Patten	Foch	Daniels		\$ 8,612.50	\$ -		530	40.0	
Van Patten	Daniels	Clancy		\$ 8,612.50	\$ -		530	40.0	
Van Patten	Clancy	Post		\$ 8,612.50	\$ -		530	40.0	
Van Patten	Post	Broadway		\$ 11,375.00	\$ -		700	40.0	
Van Patten	End	Post		\$ 3,250.00	\$ -		200	32.0	
Charles	Post	Clancy		\$ 8,612.50	\$ -		530	32.0	
Charles	Clancy	Daniels		\$ 8,612.50	\$ -		530	32.0	
Charles	Daniels	Foch		\$ 8,612.50	\$ -		530	32.0	
Charles	Riverside	Daniels		\$ 4,468.75	\$ -		275	32.0	
Wyona	Daniels	Clancy		\$ 8,612.50	\$ -		530	32.0	
Wyona	Clancy	Post		\$ 8,612.50	\$ -		530	32.0	
Wyona	Post	End		\$ 7,637.50	\$ -		470	32.0	
Wyona	Broadway	Austin		\$ 6,012.50	\$ 2,200.00		370	32.0	
McElroy	Broadway	Camino del Mesa		\$ 9,100.00	\$ 2,200.00		560	32.0	
Corona	Camino del Mesa	End of Pymt.		\$ 8,450.00	\$ 2,200.00		520	32.0	
Corona	Dead End	Camino del Mesa		\$ 22,262.50	\$ 2,200.00		1370	32.0	
Camino del Cielo	Camino del Cielo	Corona		\$ 5,200.00	\$ 2,200.00		320	32.0	
Camino del Mesa	upson	to dead end west							
MA Morgan	broad	west sixth		\$ 37,635.00	\$ 2,200.00		3320		
MA Morgan	Broad	Corzine		\$ 9,993.75	\$ 2,200.00		615		
MA Morgan	Corzine	North		\$ 3,136.25	\$ 2,200.00		193		
MA Morgan	North	Ocotillo		\$ 2,860.00	\$ 2,200.00		352		guard rail on west side no room for curb
MA Morgan	Ocotillo	Brighton		\$ 2,860.00	\$ 2,200.00		352		guard rail on west side no room for curb
MA Morgan	Brighton	upson		\$ 7,052.50	\$ 2,200.00		434		
MA Morgan	Broad	to dead end west		\$ -	\$ -		0		
MA Morgan	upson	Broadway		\$ 3,510.00	\$ 2,200.00		216	32.0	
MA Morgan	Morgan	Dead End East		\$ 4,875.00	\$ 2,200.00		300	32.0	
Upson	End of Pymt.	Broadway		\$ 13,000.00	\$ 2,200.00		800	32.0	

Truth or Consequences Streets
Complete Network Listing

Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
Hillcrest Dr.	Hillcrest	End		\$ 6,012.50	\$ -		370	32.0	
Cul-de-sac (Off Hillcrest)	Broadway	Simpson		\$ 11,375.00	\$ -		700	32.0	
Platinum	Simpson	Marshall		\$ 6,743.75	\$ 2,200.00		415	32.0	
Platinum	Marshall	Veater		\$ 9,100.00	\$ 2,200.00		560	32.0	
Platinum	Veater	Marshall		\$ 9,100.00	\$ 2,200.00		560	32.0	
Nickel	Marshall	Simpson		\$ 6,743.75	\$ 2,200.00		415	32.0	
Nickel	Simpson	End		\$ 7,312.50	\$ 2,200.00		450	32.0	
Nickel	Broadway	Simpson		\$ 11,375.00	\$ 2,200.00		700	32.0	
Copper	Simpson	Marshall		\$ 6,743.75	\$ 2,200.00		415	32.0	
Copper	Marshall	Veater		\$ 9,100.00	\$ 2,200.00		560	32.0	
Copper	Veater	Simpson		\$ 15,843.75	\$ 2,200.00		975	32.0	
Lead	Simpson	End		\$ 7,312.50	\$ 2,200.00		450	32.0	
Lead	Simpson	Marshall		\$ 7,312.50	\$ 2,200.00		450	32.0	
Ore	Marshall	Veater		\$ 9,100.00	\$ 2,200.00		560	32.0	
Ore	Broadway	Drng. Ditch		\$ 10,562.50	\$ 2,200.00		650	32.0	
Ore	Veater	End		\$ 14,625.00	\$ 2,200.00		900	24.0	
Steel	Veater	Marshall		\$ 9,100.00	\$ 2,200.00		560	32.0	
Steel	Marshall	Simpson		\$ 6,743.75	\$ 2,200.00		415	32.0	
Steel	Simpson	Broadway		\$ 10,562.50	\$ 2,200.00		650	32.0	
Steel	Veater	Cottonwood		\$ 13,000.00	\$ 2,200.00		800	32.0	
Hackberry	veater	Mercury		\$ 4,875.00	\$ 2,200.00		300	24.0	
Cottonwood	Dead End	Veater		\$ 15,437.50	\$ 2,200.00		950	24.0	
Mercury	Veater	Simpson		\$ 15,843.75	\$ 2,200.00		975	32.0	
Mercury	Simpson	Broadway		\$ 8,125.00	\$ 2,200.00		500	32.0	
Mercury	Broadway	Simpson		\$ 6,500.00	\$ 2,200.00		400	32.0	
Tungsten	Simpson	Veater		\$ 15,031.25	\$ 2,200.00		925	32.0	
Tungsten	Broadway	Simpson		\$ 15,843.75	\$ 2,200.00		975	32.0	
Aluminum	Simpson	Veater		\$ 6,500.00	\$ 2,200.00		400	32.0	
Aluminum	Broadway	Simpson		\$ 7,312.50	\$ 2,200.00		450	32.0	
Iron	Simpson	Veater		\$ 15,843.75	\$ 2,200.00		925	32.0	
Iron	Broeadway	Simpson		\$ 21,937.50	\$ 2,200.00		1350	32.0	
MA	Veater	Mercury	Steel	\$ 21,937.50	\$ 2,200.00		1350	32.0	
MA	Veater	Steel	Ore	\$ 7,312.50	\$ 2,200.00		450	32.0	
MA	Veater	Ore	Lead	\$ 7,312.50	\$ 2,200.00		450	32.0	
MA	Veater	Lead	Copper	\$ 7,312.50	\$ 2,200.00		450	32.0	
MA	Veater	Copper	Nickel	\$ 7,312.50	\$ 2,200.00		450	32.0	

Truth or Consequences Streets
Complete Network Listing

	Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
MA	Veater	Nickel	Platinum		\$ 7,312.50	\$ 2,200.00		450	32.0	
MA	Veater	Platinum	Tin		\$ 4,143.75	\$ 2,200.00		255	32.0	
MA	Veater	Veater	Marshall		\$ 9,100.00	\$ 2,200.00		560	32.0	
	Tin	Marshall	Simpson		\$ 6,743.75	\$ 2,200.00		415	32.0	
	Tin	Tin	Platinum		\$ 4,143.75	\$ 2,200.00		255	32.0	
	Simpson	Platinum	Nickel		\$ 6,500.00	\$ 2,200.00		400	32.0	
	Simpson	Nickel	Copper		\$ 6,500.00	\$ 2,200.00		400	32.0	
	Simpson	Copper	Lead		\$ 6,500.00	\$ 2,200.00		400	32.0	
	Simpson	Lead	Ore		\$ 6,500.00	\$ 2,200.00		400	32.0	
	Simpson	Steel	Ore		\$ 6,500.00	\$ 2,200.00		400	32.0	
	Marshall	Ore	Lead		\$ 6,500.00	\$ 2,200.00		400	32.0	
	Marshall	Lead	Copper		\$ 6,500.00	\$ 2,200.00		400	32.0	
	Marshall	Copper	Nickel		\$ 6,500.00	\$ 2,200.00		400	32.0	
	Marshall	Nickel	Platinum		\$ 6,500.00	\$ 2,200.00		400	32.0	
	Marshall	Platinum	Tin		\$ 4,143.75	\$ 2,200.00		255	32.0	
	Marshall	Broadway	End		\$ 14,625.00	\$ 2,200.00		900	24.0	
	Radium	Broadway	End		\$ 14,625.00	\$ 2,200.00		900	32.0	
	Henson	Broadway	End		\$ 19,500.00	\$ 2,200.00		1200	32.0	
	Myrtle	Cook	End		\$ 2,600.00	\$ 2,200.00		160	18.0	
	Belle	End of Pvmt.	Henson		\$ 19,175.00	\$ 2,200.00		1180	32.0	
	Cook	Henson	Myrtle		\$ 5,070.00	\$ 2,200.00		312	30.0	
	Carter	Silver	Gold		\$ 6,678.75	\$ -		411	32.0	
	West 1st	Magnolia	Elm		\$ 6,093.75	\$ -		375	32.0	
	West 1st	Elm	Maple		\$ 6,093.75	\$ -		375	32.0	
	West 1st	Pine	Ash		\$ 6,678.75	\$ -		411	32.0	
	West 1st	Cedar	Date		\$ 6,093.75	\$ -		375	32.0	
	West 1st	Silver	250' East		\$ 4,062.50	\$ 2,200.00		250	24.0	
	Turtle View	Silver	Gold		\$ 8,125.00	\$ 2,200.00		500	24.0	
	Joffre	Gold	Magnolia		\$ 6,175.00	\$ 2,200.00		380	32.0	
	Joffre	Elm	Maple		\$ 4,875.00	\$ 2,200.00		300	32.0	
	Joffre	Pine	Ash		\$ 6,175.00	\$ 2,200.00		380	24.0	
	Joffre	Cedar	Date		\$ 6,093.75	\$ 2,200.00		375	24.0	
	Joffre	Silver	Date		\$ 66,560.00	\$ 2,200.00		4096	26.0	
	Smith	4th	Caballo		\$ 4,875.00	\$ 2,200.00		300	26.0	
	Osborn	4th	Hwy. 51		\$ 6,500.00	\$ 2,200.00		400	30.0	
	Robert	Caballo	Riverside		\$ 37,375.00	\$ 2,200.00		2300	30.0	

Truth or Consequences Streets
Complete Network Listing

Street Name	From	To	Lane	SIDEWALK	inter sec	curb and gutter	Length ft.	Width ft.	Notes
Arrowhead	4th	Caballo		\$ 5,200.00	\$ 2,200.00		320	28.0	
Cherry Lane	Caballo	Riverside		\$ 17,160.00	\$ 2,200.00		1056	28.0	
Cherry Lane	Riverside	Caballo		\$ 9,750.00	\$ 2,200.00		600	24.0	
Charlie Lane	Caballo	Gibson		\$ 7,718.75	\$ 2,200.00		475	24.0	
Arroyo	Hwy 51	Gibson		\$ 4,875.00	\$ 2,200.00		300	24.0	
Garnett	Gibson	Caballo		\$ 6,500.00	\$ 2,200.00		400	24.0	
Garnett	Caballo	Hwy 51		\$ 9,750.00	\$ 2,200.00		600	22.0	
Wade	Caballo	Hwy 51		\$ 7,718.75	\$ 2,200.00		475	22.0	
Dunn	Wade	Garnett		\$ 5,525.00	\$ 2,200.00		340	26.0	
Gibson	Garnett	Arroyo		\$ 5,525.00	\$ 2,200.00		340	26.0	
Gibson	3rd	Cherry Lane		\$ 34,320.00	\$ 2,200.00		2112	32.0	
Caballo	Cherry Lane	Dunn		\$ 38,650.00	\$ 2,200.00		2376	32.0	
Caballo	Dunn	Hwy 51		\$ 12,870.00	\$ 2,200.00		792	32.0	
Caballo	Hwy 51	Rodeo Grounds		\$ 29,575.00	\$ 2,200.00		1850	32.0	
Rodeo	Date	Ralph Edwards		\$ 45,825.00	\$ 2,200.00		2850	32.0	
School Rd.	School Rd.	Pershing		\$ 3,250.00	\$ 2,200.00		200	32.0	
Ralph Edwards	Pershing	Date		\$ 8,125.00	\$ 2,200.00		500	32.0	
Barton	pershing	Date		\$ 8,125.00	\$ 2,200.00		500	32.0	

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color indicates ada
compliant

seperates blocks

3 way intersection

Truth or Consequences Street Summary

Proj.	Street Name	From	To	Length ft.
10	Grape	Marie	4th	2314
20	Fir	9th	4th	1744
30	Foch	Marie	Riverside	6296
40	Ivy	2nd	Marie	2986
50	Juniper	Marie	Garst	3630
60	Kopra	4th	Pvmt. End	2814
70	Paraway	Marie	End	500
80	Locust	Cul-de-Sac	7th	1956
90	Poplar	6th	End	2567
100	Spruce	Dead End	7th	2106
110	Yucca	8th	Marie	970
120	Palo Verde	6th	9th	1072
130	Sierra Vista	9th	6th	1050
140	6th	Sierra Vista	Date	8804
150	Marie	Date	Yucca	4125
160	9th	Sierra Vista	Silver	8320
170	8th	Date	Date	7260
180	7th	Spruce	Coleman	7533
190	2nd	Date	Coleman	6488
200	3rd	Juniper	Date	2386
210	4th	Date	Cherry Lane	8697
220	5th	Locust	Coleman	7611
230	Pershing	Ralph Edwards Dr.	Van Patten	5301
240	Lincoln	Foch	End of Pavement	582
250	Garst	End	Main	840
260	Matson	Main	End	500
270	McAdoo	Main	Pershing	1960
280	Sims	Foch	Clancy	1000
290	Clancy	Main	Wyona	2316
300	Daniels	Wyona	McAdoo	2226
310	Cedar	430 N of 9th Pavement	To End (River)	4088
320	Birch	Riverside	7th	2506

Truth or Consequences Street Summary

330	Ash	9th	Riverside	3338
340	Pine	5th	9th (End of Pvmt.)	1323
350	Maple	4th	Riverside	1607
360	Elm	Riverside	9th	3471
370	Magnolia	Hospital	Riverside	3891
380	Gold	Joffre	Hospital	3301
390	Silver	Smith	Joffre	5433
400	Oak	2nd	5th	1008
410	Lucky	200' N of 9th	3rd	2230
420	Corbett	Caballo	8th	1740
430	Coleman	8th	2nd	1814
440	Tingley	7th	3rd (4th doesn't	1008
450	Jones	Broadway	Main	480
460	Mims	Broadway	Riverside	790
470	Broadway	Date	Riverside	300
480	Riverside	Broadway	Hwy 51	14380
490	Austin	Riverside	Broadway	3390
500	Post	Broadway	Wyna	1850
510	Marr	Broadway	Pershing	2790
520	Van Patten	Pershing	Broadway	2820
530	Charles	End	Foch	1790
540	Wyna	Riverside	End	1805
550	McElroy	Broadway	Austin	370
560	Corona	Broadway	End of Pvmt.	1080
570	Camino del Cielo	Dead End	Camino del Mesa	1370
580	Camino del Mesa	Camino del Cielo	Corona	320
590	Morgan	End of Pvmt.	Broadway	2376
600	Upton	Morgan	Dead End East	300
610	Hillcrest Dr.	End of Pvmt.	Broadway	800
620	Cul-de-sac (Off Hillcrest)	Hillcrest	End	370
630	Platinum	Broadway	Veater	1675
640	Nickel	Veater	End	1425
650	Copper	Broadway	Veater	1675

Truth or Consequences Street Summary

660	Lead	Veater	End	1425
670	Ore	Simpson	Drng. Ditch	1660
680	Steel	Veater	Broadway	2525
690	Hackberry	Veater	Cottonwood	800
700	Cottonwood	Hackberry	Mercury	300
710	Mercury	Dead End	Broadway	2425
720	Tungsten	Broadway	Veater	1325
730	Aluminum	Veater	Broadway	1375
740	Iron	Broadway	Veater	1375
750	Veater	Iron (End of Pvm.)	Tin	5205
760	Tin	Veater	Simpson	975
770	Simpson	Tin	Ore	1855
780	Marshall	Steel	Tin	2255
790	Radium	Broadway	End	900
800	Henson	Broadway	End	900
810	Myrtle	Broadway	End	1200
820	Belle	Cook	End	160
830	Cook	End of Pvm.	Henson	1180
840	Carter	Henson	Myrtle	312
850	1st	Silver	Date	1947
860	Turtle View	Silver	250 East	250
870	Joffre	Silver	Date	1935
880	Smith	Silver	Date	4096
890	Osborn	4th	Caballo	300
900	Robert	4th	Hwy. 51	400
910	Arrowhead	Caballo	Riverside	2300
920	Cherry Lane	4th	Caballo	1976
940	Arroyo	Caballo	Gibson	475
950	Garnett	Hwy 51	Caballo	700
960	Wade	Caballo	Hwy 51	600
970	Dunn	Caballo	Hwy 51	475
980	Gibson	Wade	Arroyo	680
990	Caballo	3rd	Hwy 51	5280



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.1

SUBJECT: Discussion/Action –709 Broad St. Property Abatement Extension Request

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 19, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: Bibiana Gower

Summary/Background:

The property owner is requesting an extension on abatement of her property. She has been keeping Code Enforcement updated regularly.

Recommendation:

Consider Extension request

Attachments:

-
-

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 6-25-25



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.2

SUBJECT: Discussion/Action Kennel Permit Application 412 N Elm St

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: June 15, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Recommendation:

Review Recommendation of P & Z Board for Temporary Kennel Permit Approval

Attachments:

- P & Z Packet
- Draft Minutes 6-9-25 P & Z Meeting

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-25-25



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 6-9-2025

ITEM:

PUBLIC HEARING/DISCUSSION/ACTION: Kennel Permit Application 412 N Elm Street

BACKGROUND:

The applicant is requesting a kennel permit for the purpose of housing animals temporarily. All applicable fees have been paid, public hearing notices sent, and animal control has done a site inspection.

SUPPORT INFORMATION:

Application
Applicable Code References
Site Map
Findings of Fact Checklist

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	

CITY OF TRUTH OR CONSEQUENCES KENNEL PERMIT APPLICATION

Date: 12-23-24
Applicant: LON L. FLEWELLING, CDT LISA J. MCCARTHY
Property Address: 412 N ELM ST
Phone Number: 720 951 3128 Business license number (if applicable): _____
Initial License ☒ or Renewal _____
**Email Address: lead.dog@live.com

Purpose of Kennel Permit: Temporary housing of dogs in need ie single mom needs temp while leaving relationship ^{very limited #'s ①}
Applicant Signature: [Signature], CDT ^{or DHAR full + need a few days til openings ② shelter}
ON SITE INSPECTION (A=Acceptable or U=Unacceptable)

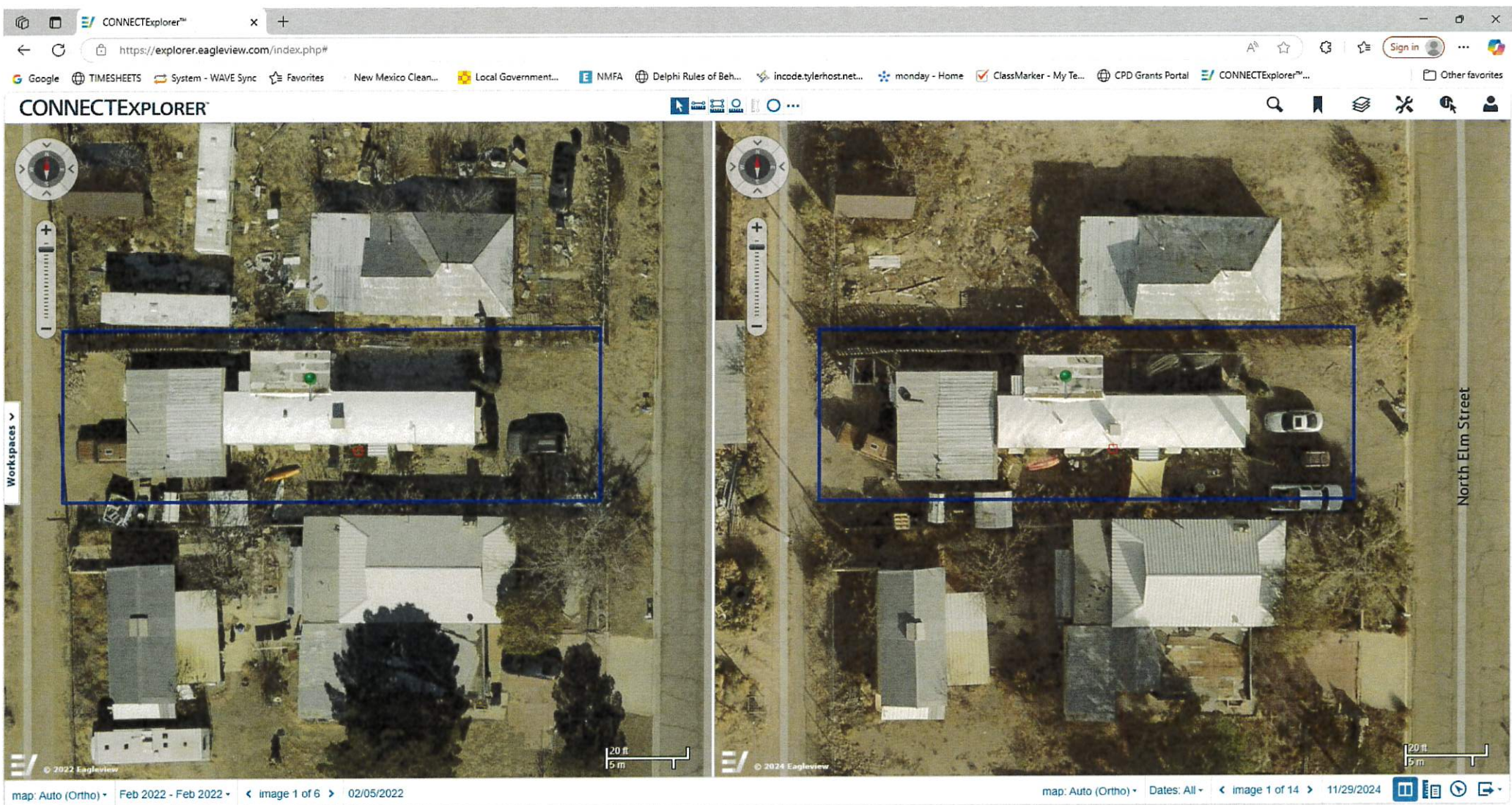
- A Enclosure/fencing type/gates/latches/pens sufficient to prevent escape/proper confinement.
- A Adequate habitat space necessary for each animal's movement.
- A Animal(s) habitat is sanitary, good condition (weatherproofing), ventilated/heated, and accessible.
- A Animal(s) have access to protection from weather.
- A Sufficient fresh clean/sanitary potable water and food/sufficient access for each animal.
- A Property is clean/sanitary and free of hazards/trash/debris and not dangerous to animal(s).
- A Property size is adequate for the number of animal(s) allowing for compliance as noted above.
- A Property has the following conditions that require immediate attention: _____

Inspected by ACO: Logan Krue Signature Eoghan Krue Date 04/23/25

Code Enforcement Signature S. Krue Date 04/23/25

Planning and Zoning Commission Meeting Date: 4/9/25 () Approved () Disapproved

City Commission Meeting Date: 4/25/25 () Approved () Disapproved



Sec. 3-8.1. Multi-animal site permit and kennel permit.

- (a) It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four animals in any combination thereof, three months of age or older on their residential or business premises without a multi-animal site permit.
- (b) If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of animals, said business shall apply for a kennel permit.
- (c) Animals belonging to visitors who are located within city limits and who stay in a household or lodging establishment longer than 30 days in a calendar year shall be included in the calculation of total animals for said location and the owner of the animal shall be required to comply with all applicable sections contained in this chapter.
- (d) No person shall keep or operate a residential or commercial multi-animal site without a permit issued by the city. All business applicants must have a valid business license issued through the city at the time of application.
- (e) Veterinary hospitals or clinics shall be exempt from the kennel permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of animals.
- (f) Any person who operates or proposes to operate a residential or commercial multi-animal site shall file an application for a permit with the police department, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for residential or commercial multi-animal sites must accompany any application to defray the cost of processing the request.
- (g) Upon receipt of payment, the police department shall forward the application to the Planning and Zoning Department. All applications for multi-animal site and kennel permits shall undergo a special use permit process pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code.
- (h) An onsite visit of the premises shall occur by the animal control and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.
- (i) All animals listed on the application three months of age or over must be vaccinated for rabies and possess a city animal license tag.
- (j) All multi-animal residential or commercial site permits and kennel permits must be renewed annually at a fee established by resolution.
- (k) There shall not be more than seven animals in any combination thereof for multi-animal residential or commercial site permits. The maximum animal occupancy for kennel permits shall be determined based upon the recommendation of the animal control officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.
- (l) An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.
- (m) Multi-animal site and kennel permit holders shall allow the animal control officer, police officer, designed zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.

-
- (n) A multi-animal site permit or kennel permit may be revoked when, in the opinion of the designated zoning official or administrator or animal control officer, any one or more the following conditions exist:
- (1) The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.
 - (2) The number of animals exceeds the number allowed under the permit.
 - (3) Any other violation listed under this chapter or sections.
- (o) In cases where a multi-animal site permit or kennel permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and upheld the initial revocation.
- (p) If a multi-animal site permit or kennel permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.

(Ord. No. 725, 2-9-22)

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date_____ Address_____

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone* and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, JUNE 9, 2025**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, June 9, 2025 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Susan Buhler, Vice Chairman
Esther Luchini, Member
Lisa Kent, Member
Molly Hammer, Member

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy Clerk
Abigail Rieth, City Clerk Admin Assistant
Tyler Knull, Code Compliance Officer

1. APPROVAL OF AGENDA:

Vice Chairman Buhler made a motion to approve the agenda. Member Kent seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a) May 12, 2025.

Member Luchini made a motion to approve the minutes with the correction. Member Kent seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)

Alice Hutchins: "Thank you for this time of open comment. I was encouraged by your workshop approach to updating the planning and zoning codes for T or C. It's a really big responsibility and the health of our community is at stake. I have a couple of topics I wanted to cover.

Airbnb's – Michael & I have hosted over 140 guests in the year and a half we have had magnolia street casita. It has allowed us to meet incredible people, be a mini chamber of commerce (go here, do this), and given us the extra finances we need to stay here in the community after Michael retired. With that said, we are in the minority because we are registered with the city and pay all of the taxes each month. Maybe if the process were streamlined, more Airbnb owners would register and be an accountable part of our hospitality network.

I feel very strongly that Airbnb should not be seen as underground businesses that take away from long term rental properties. We would never rent out our casita long-term. Our property just isn't set up for that, and we are certainly not alone. We must be very careful to protect income streams for people who can only live here by the slimmest of margins.

We do need to prevent real estate from being purchased in bulk and run as Airbnb's by outside companies. I don't know how to do that with Planning & Zoning, but we need protections to keep Airbnb money here our community.

Tiny Homes – Again, we need to simplify the process for people to generate income. If we can do that and add affordable housing, fantastic. Michael and I purchased a lot that used to have a single-wide trailer. We don't want another trailer, but don't have the finances for a large stick-built home. If our zoning were changed, it would be a wonderful spot for two tiny homes and would fit right in with the existing neighborhood if done right. They would make perfect long-term rentals.

Lastly, green codes – The people of Sierra County care deeply about the environment. We are often asked to choose between economics and 'being green'. We can do both. We need to build shade, permeable surfaces, stormwater catchment, and dark skies lighting into our codes. It's pennies on the dollar, especially to companies like Love's, which wants to grace us with a new truck stop. Without new green codes and code enforcement, they will build cheap and fast, and we will be the poorer for it. I would love to see green codes as a future workshop topic. Thank you so much."

4. PUBLIC HEARINGS (5 Minute Rule Applies)

a) Public Hearing/Discussion/Action: Kennel Permit Application 412 Elm Street.

Chairman Sisney opened the public hearing.

Deputy Clerk Martinez swore in the participants for the public hearings.

Proponents:

None

Opponents:

Scott Valentine

Assistant City Manager Alvarez: "Thank you chairman, what you have before you is an application for a kennel permit. This is different than a multi-use permit. The purpose of a Kennel Permit is to house animals temporarily; animals might be in transition, etc. Applicant has paid all fees, public hearing notices were sent out, animal control is here, they have done their site inspection, and prior to me having Tyler from Code Enforcement speak, if I could direct you to the section in your packet that is specific to multi-animal Kennel Permits, section 3.8.1, if you look at 'K', it specifically states that in regards to a Kennel Permit, the amount of animals occupied at that residence is to be determined by recommendation of our animal control officer. That's why you don't see a list of animals, they do come and go, you don't see a request for how many, that will all be addressed during his presentation. With that, I will turn it over to animal control."

Code Compliance Officer Knull: "Myself and another Code Enforcement Officer performed a site inspection on the property which is standard for any multi-animal sites or kennel areas. The site was very clean, the area for the dogs was spacious enough, all the animals looked happy and healthy. It's also standard practice for us to look through our call records for the properties to see if we have any sort of complaints for running at large – barking dogs, nuisance smells, things like that. We do not have any call records at the Sierra County Regional Dispatch Authority for any animal complaints in the area regarding barking dogs, nuisance smells, dogs running at large, anything like that. There is a limit of 7 [animals] that he's requested on the property and we do believe there's adequate space for it, he has stated that he will not be over 7 and plans to get under 7 on the property in the future. He is just not sure how long it will take. He does have a dog that's not technically his, but is a stray he has included with the Kennel Permit because he's still trying to capture it and wants to count it without going over his limit. This is a dog that we have tried to catch as animal control and we are unable to catch it. He has been able to bond with the dog and come much closer to catching it than we have, and we have allowed him to take some time to catch the dog because worst case scenario, we would have to go in with chemical capture, and that's not the way we want to do things. So, since he's made a bond with the dog, we are allowing him to try and trap the dog his way. That's the only 'running at large' situation that we have."

Assistant City Manager Alvarez: "Chairman, members of the board, you will notice the date on the application is for December of 2024, there was some turnover at the Clerk's office, and I think this application was missed. You'll see the date of the inspection was April 23 2025, I do also want to let you know that I sent Officer Knull out last week to do a re-check and make sure everything looked good. So it is a recent inspection that's been done."

Code Compliance Officer Knull: "I will add as well, it was a surprise inspection so the applicant had no clue that I was coming which was great, it allowed me to see without having a scheduled time how the kennels are normally kept and they were very clean still."

Assistant City Manager Alvarez: "Applicant is here and available to answer any questions if you need."

Board Member Hammer: "I have a question, so this is not just a temporary permit application, this is a permanent application for temporary dogs?"

Assistant City Manager Alvarez: "Right now, our code specifies it's an annual renewal."

Board Member Hammer: "And this is basically, from what I'm seeing, temporary housing of dogs, maybe some overflow from our local.."

Assistant City Manager Alvarez: "Not from our shelter, but they work with Desert Haven."

Board Member Luchini: "Are there individual kennels for each animal?"

Applicant Lon Flewelling: "They do, each of them have roughly a 10 x 10 ft kennel. It's chain link, I have access so I can go into each one if I need to, they have three gallons of water, right now a kiddie pool, toys, a shelter, the whole area has a cover over it, and the walls have tarps that I can raise and lower depending on wind, heat, neighbors, and so on. I can address noise and that sort of thing also. Short answer is yes."

Chairman Sisney: "I have a question, I just pulled into the alley over there, and were the dogs out?"

Applicant Lon Flewelling: "Not physically out, they are all in that kennel."

Chairman Sisney: "I mean, were they indoors, were they in your house or-"

Applicant Lon Flewelling: "No, they're all in the kennel. They are all outdoors, in their own individual kennels. There's a small run within that so I can go out multiple times a day and give them exercise."

Chairman Sisney: "When do they bark?"

Applicant Lon Flewelling: "Generally it's in the evening before sunset, when a lot of people walk their dogs, that was part of what prompted me to do the tarps so that I can physically block them off from the road and some of our intent as well, where you saw the alley, is to move that kennel back to what you probably drove past, there's a carport, a freestanding wooden shed, and then a yard area, and eventually, we would like to move everything back to that. So, it's a couple of things; away from the street, away from the neighbors walls, that sort of thing, and much more of a controlled setting. Now, the control is that they're in kennels, but I want to also be able to give them weather-appropriate care. They've got cover, but when it gets extremely cold or extremely hot, I'd like to be able to give them some kind of relief from that as well. That's the intent; but for now, the kennel is in front of what you probably looked at, just in front of that."

Board Member Hammer: "I also have a question, are you actively looking for homes for these animals?"

Applicant Lon Flewelling: "We are, in fact the capsule version of where we are today is – I'm a retired behavior therapist from Denver, and I decided I'm not retired yet. I've let go of things like, 'my 100 lb mastiff bit my wife and now I've got to put him down', that used to be my customer, I would go to them and say, let's peel the layers back, and find out why did that dog do that? And my job then was to rehab the dog and train the people. This is what happened, this is why, and this is what we can do. To come up to current, we had a care client in Las Palomas that was an early stage Alzheimer's patient, she was fading quickly, so the intent for her was to eventually move out of state. People dropped off dogs at the end of their drive, that's where these started, there were a total of about 8 dropped off. Of them, two immediately disappeared, and we learned that it may have been a neighbor that was shooting them, because there were gunshots while we were on the property, never saw it, but dogs disappeared under that circumstance, so we assumed that might have been the case. These dogs were the remnants of the original drop-offs. There were two that were born out there, so they were actually feral. We were finally able to, after about a year, gain the trust of these dogs. These dogs had never been leashed, they'd been shot at, they had been dropped off, they hadn't been cared for. We went out there every day at the same time to create a regimen; feed them, water them, just show up. Those three females eventually were able to come to our kennels. Within days, they dropped 22 puppies. So, we had those adults, 22 puppies, 60 feedings a day, medications and everything that would go with it, and we did not want to put them in the shelter, which is overfilled on any given day anyway, so we worked with Desert Haven to get shots and records for all of them. We transported 14 of them out of state, the rest of them got re-homed, fostered, and adopted. So all 22 puppies under our care got taken care of without any city entity, no taxes, no animal control officers having to intervene, so all that

was taken care of. What we've got now are the remnants of those last adults. We have a contract with Desert Haven that when I can get them leash trained and actually bring them to the vet clinic, we can get them spayed and neutered under the Spay a Stray program. So the very worst possible scenario, trap & release type setting. We are not going to release. I've got the setting to be able to take care of them, I've got the knowledge to do so, I have the experience, the location, and the passion and drive to be able to do it. So that's why I'm here today, not to show that I'm a 'collector of dogs' if you will, but in Restapaw Ranch (That's our capsule coverage, it's a Facebook page), we help the less-helped. We help the ones that are the over-flow that was mentioned, from the shelter, from Desert Haven, and from Deming guardianship. If they have dogs that are in dire straits, if they have dogs that have been there too long, we can either take them in, or with our connections, foster and re-home. So, for us, our plan is not to have that long-term kennel. I don't want to start a business, I don't want to start a daycare boarding center or anything like that, that's why the numbers were mentioned. Seven is our top, including the one that was running that [Code Compliance Officer Knull] mentioned. When I can get them all spayed and neutered, they can then be adoptable. Part of what I do with my background is to follow through with people, to help them rehab their dogs. For example, two of the puppies still live here in town started causing problems because they're a cattle dog and husky mix. Surprise, they came with issues. I give them help for those dogs on a program, and then they give us donations through Mesilla Healing. We're on the board at Mesilla Healing. So, I can help them, I can keep dogs out of the rescue and shelter in the first place, I can take them in if I've got a spot. If I don't have a spot, I've got the connections to make phone calls and emails, and that sort of thing, to be a supplement to the shelter, and Desert Haven. We're all in connection, they've helped us with materials and such, so it's a symbiotic thing that we're trying to create and that's why I'm asking for a Permit as opposed to a license. Short-term population as opposed to long-term. I don't want to stir up neighbors or the neighborhood, I just want to be able to help the ones that aren't quite getting help. Like these were out in Palomas, and they're right on the edge of jurisdiction and that sort of thing, so that's the plan. That's why we're approaching it this way, is to be a small term, but still be an asset to the community. I guess I sort of made the 5 minutes, but that's a capsule of what we're trying to do, and a capsule of who I am too. Like I said, not just collecting dogs, that's not the plan. There are plenty of people who have their dogs out there with no water, no food, no shelter, as the officer can attest, we're the opposite. We're the ones trying to make a difference to that. That's the long version to your question."

Board Member Hammer: "I just have a couple of questions, I think I share the concern about barking and being a noise nuisance, I know that as a property owner here, I wouldn't want to hear dogs all day and all night. So I wanted to make sure that is mitigated because you're going

to have dogs coming in and out, different types of dogs, there could be more of a barky one, and I just want to make sure that gets mitigated”

Applicant Lon Flewelling: “Well how I’ll address it is actually some formulated things. I ran a dog daycare and boarding center for years, and some of the techniques we learned were sound frequencies and things, we’re all hearing about those in our human lives too, there are certain ones that actually calm dogs. We had a teeny experiment out there, a lot of my employees were anywhere from 17-20. I would have them put the dogs in their kennels overnight, I was the first one in in the morning, and I learned that they had turned the radio on heavy metal. Every dog in the place was wired. So, we shifted that over to a specific frequency that calms any mammals, and the next morning, they were all sitting at the gate of their kennels, waiting for us to open the doors. So I’ve got a Bluetooth speaker setting out there, solar lights, so there’s a little glow, so there are actual addressed ways to touch that. The hands-on part of it, is that I can physically go out and stop them as well, as an actual activity.”

Board Member Hammer: “Thank you.”

Applicant Lon Flewelling: “You’re welcome.”

Board Member Hammer: “I knew you had a plan. The second question I have is, you know obviously you’re dealing with the heat and you have shade and water, but it also gets very cold here. What are your plans for heating and shelter in the winter?”

Applicant Lon Flewelling: “Yeah, in fact we were able to get a touch of it, because we took them in about the 1st of November, so that very cold snap that we had, we ended up providing each of them with insulated houses. By insulated, I mean that we bought the plastic and wooden versions, and we’ve added covers to them, so there’s a layer of blanket insulation (literally insulation), and then a tarp for weather and water proofing. We also make sure that each individual kennel has at least two or three inches of fresh straw. That addresses the odor as well, and feces and urine and that side of it. It’s kind of a lucky side effect. But that helps to address it mostly, my knowledge in that is not doing things like putting blankets inside houses, because the breath on a mammal will turn that into an ice ball and they could actually die because their temperature lowered too much. So, each individual house also has three and four inches of straw in it during both the Summer and Winter, because straw is hollow, so in the Summer, it addresses the heat, keeps it out, and in Winter, it traps the heat in. So, that’s how we address that. And the tarps as well, they are positioned in such a way that it blocks the wind.”

Board Member Hammer: "Thank you."

Applicant Lon Flewelling: "You're welcome."

Board Member Luchini: "Are you bearing the cost of all the supplies?"

Applicant Lon Flewelling: "We were at first, the lady that I mentioned that had the home that moved out, she created a fund for me for just them. She helped us to buy one of the kennels, she provided food for the first few months. That was when we came on board with Mesilla Healing and we were able to do fundraisers through their 501C3 and that has helped us considerably with all the food. We get direct donations from a couple of people that do things like the Amazon lists, and that sort of thing. Others will just send a bag of food once a month, but it's all funneled through that 501C3 for accountability, and frankly, we can get more that way and do more with it."

Board Member Luchini: "So I imagine that you're working in tandem with Desert Haven and the City as to if you have room for an animal?"

Applicant Lon Flewelling: "They will often contact us and let us know. With the rescue portion, Desert Haven, shelter is more emergency like we have to do something right now, 'they found them out on the street', or 'he brought one from out in the desert', what have you, the rescues are more planned, 'we're going to be moving at the end of the month and we have two dogs we can't take with us' and so on, so those are more of a heads-up, they can get a hold of us and say 'the first of July, we're going to have...' whatever it is. Sadly, we've had to say no, because the numbers are important. I want to keep it at this level, I don't want to become a 'Best Friends' in Utah, I just don't. So, I've had to say no, but that is when I do kick in phone calls, check with other people, and see what's out there, see what can be done. Usually that will be solved by a foster setting. If I can't do it, someone will say that they can take them in for 3 weeks, or whatever it may be. That's usually the outcome in that setting."

Board Member Luchini: "So did you say you kind of accept animals from other communities?"

Applicant Lon Flewelling: "Yeah, we've gotten requests from, there's one in Deming called Deming Guardianship, and the recent ones were our own dogs, our three chihuahuas that the human mom passed away and these guys were in a kennel for a week before her caregiver remembered that she had dogs, and went back over to the house and found them in their kennel with no food or water. Their dog parents were there too, so two elderly adults, three adult females, they asked if we can take the females, because somebody can take the adults into a rehab-type setting. That's where we ended up taking those in. All of them are available

unless we're foster failures within the numbers. Again, that will be included in that as well. I won't have, for example, 7 outside and 3 inside, they are going to be included in the numbers and always will be."

Assistant City Manager Alvarez: "Chairman, if I may address something. Did you guys just recently start working under the 501C3?"

Applicant Lon Flewelling: "Yeah, within the last 6 months."

Assistant City Manager Alvarez: "Just for clarification, they work with Desert Haven, not with the city shelter, because they weren't a non-profit before, and our shelter has very strict guidelines they have to follow. We also typically look at putting animals out to a rescue, not necessarily bringing them into the shelter from a rescue, so I just wanted to clarify that their work is with Desert Haven, not with the City Shelter."

Vice Chairman Buhler: "I did hear that our shelter has become a no-kill shelter, that's great news."

Applicant Lon Flewelling: "That's very good. So important."

Board Member Hammer: "Thank you for providing the service, I think it's important work that you're doing."

Applicant Lon Flewelling: "My passion, a calling."

Chairman Sisney: "Any other questions? Okay."

Assistant City Manager Alvarez: "So Chairman, at this time, then I would ask that you call any proponents or opponents that are in there to speak."

Chairman Sisney: "Alright, I have Scott Valentine, who is defined as an opponent."

Scott Valentine: "This'll be really easy, thank you for the forum. If Lon will move the kennel, I'll even help expedite, I mean, it's right under my window. Anyway, I can site the ordinance and everything, but like I said, I won't oppose if he will move the kennel. Will you agree to do that?"

Applicant Lon Flewelling: "Yes."

Scott Valentine: "Then we're done. It's right there. And the music, the dogs might like it, but it's about making me snap."

Board Member Hammer: "Scott, can you point out where you are in the picture of the residence in question?"

Scott Valentine: "Yes."

(Complete copy attached hereto and made a part hereof)

Board Member Hammer: "So where would the kennel be moved to? I'm not seeing a lot of room on this property."

(Applicant Lon Flewelling points out where they'd move the kennel away from Scott Valentine's house.)

Chairman Sisney: "Mr. Valentine, I wanted to tell you that if you were to oppose that then I would support you on that. I want you to know that."

Scott Valentine: "I appreciate that, I've read the ordinance, and almost every item in the ordinance that states the reason for not having a kennel is what stuff I'm dealing with. Gracie, the dog that roams around, uses my backyard for the bathroom. I'm transient right now, I bought this house to rehab. I've hauled 20 tons of – that includes trailers and trash – up to the ceiling in the house... So I've been working really hard to rehab the property and it still looks rumpled, but I'm working on it, and it's just me. I'm not a pet owner, but everybody likes dogs, and their dogs are sweet, but anyway, if they'll just move the kennel over, I'm fine."

Chairman Sisney: "Well, there's your opportunity, Scott, I let you know I would have supported you."

Scott Valentine: "I appreciate that, thank you so much."

Vice Chairman Buhler: "I would like to know the timeframe of when you will move the kennel."

Applicant Lon Flewelling: "I would base it off of information I still need to get. I would need to acquire materials, mainly. That's the biggest thing. [Scott Valentine] is very good with the tearing down of what he's done on his property, so the building up will be quick, as soon as I can procure the materials. Just a guess, a couple of weeks maybe? Because we can do two

things: there is a physical fence there now, and a lot of the material can be used for, more than anything, security, so there's no ability to escape, to go out, so if I can stretch that, two weeks to a month, that would be the window. Probably the lesser of the two because we have time, people (with Scott's help), and probably at least half of the materials there."

Vice Chairman Buhler: "Would that be alright with you, Mr. Valentine?"

Scott Valentine: "Yeah. How about July 9th?"

Assistant City Manager Alvarez: "So keep in mind that any recommendation you guys make does still have to go by our City Commission, and you, as a board, can make a decision to do a conditional or temporary approval, and revisit this. Just give me enough time for your recommendation to go to commission, and commission to either approve or deny what your recommendation it."

Vice Chairman Buhler: "I think that's a good idea, a temporary. We like you, we think you're doing a good service for the community. We also understand someone who lives right by you who needs rest too."

Applicant Lon Flewelling: "And who has been very fair, too. We haven't had any clashes."

Vice Chairman Buhler: "Well, I can tell you're friends."

Applicant Lon Flewelling: "Yep, straightforward."

Scott Valentine: "Lon and Lisa have been really good to me."

Assistant City Manager Alvarez: "I would recommend potentially looking at up to a 60 day, I know that's a long block, but given the scheduling time for the next Commission meeting at the end of June, and then the next Planning & Zoning meeting would be..? Sorry I don't have a calendar in front of me. So, we could potentially have it come back to you guys in July and see if any movement has been made by then, or you could look at it coming back in August."

Deputy Clerk Martinez: "So you're looking at July 14th would be the next Planning & Zoning meeting."

Board Member Luchini: "There would be a follow up? Someone would go out and follow up and report back?"

Assistant City Manager Alvarez: "The directive for the Planning & Zoning commission, you bet, could be arranged."

Code Compliance Officer Knull: "Yes we could do that."

Board Member Hammer: "I'd like to hear from the neighbor, too, to make sure that the move and the new kennels and stuff are satisfactory to you. I don't know what you're planning on doing with this house, if you're moving in? It sounds like you're – are you living there right now? You said you're working on it."

Assistant City Manager Alvarez: "And then take that into consideration, maybe check and see if he's available to come to the next meeting you want to schedule as well."

Scott Valentine: "Like Lon, I'm a full-time volunteer. I work on the Navajo Indian reservation, so when school is out, I'm coming here. I bought this house a year ago in March, and I worked on it last Summer, and I'm working on it this Summer also."

Board Member Hammer: "Is your plan to move in? Or to sell it?"

Scott Valentine: "It's a little small, I would have to add on to the property, but I have that option. I can flip but right now, I would like to rehab the property, that's my goal and I enjoy doing that, and I'm also enjoying the golf course."

Chairman Sisney: "Before you leave, Mr. Valentine, I think we're discussing the opportunity to revisit this in, I think, 60 days would be better than 30 days. Are you interested in coming back in 60 days and talking about this?"

Scott Valentine: "Certainly. I'm going back in early August, so I won't be here."

Assistant City Manager Alvarez: "So your meeting dates in July are, what did you say?"

Deputy Clerk Martinez: "The 14th."

Assistant City Manager Alvarez: "And then what is the meeting date in August?"

Deputy Clerk Martinez: "The 11th."

Assistant City Manager Alvarez: "So you're looking at a specific date of either July 14th or August 11th."

Board member Hammer: "And [Scott Valentine] is saying he won't be here in August."

Chairman Sisney: "So Mr. Valentine, July 12th for you then?"

Assistant City Manager Alvarez: "July 14th, Chairman."

Chairman Sisney: "Okay."

Applicant Lon Flewelling: "That will give everybody time to be able to do it and formulate a plan."

Chairman Sisney: "Are there any other questions?"

Assistant City Manager Alvarez: "Just as always, I've included your seven findings of facts in your agenda packet for your review. When the board is ready to make a recommendation, please just be really specific in your recommendation so that we make sure we take that to the commission a directive."

Board Member Hammer: "I have a question about the ordinance. Is there a restriction to how many kennels can be on a block or in a neighborhood? Or is it that anybody could come apply and we could have, say, 10, in a neighborhood?"

Assistant City Manager Alvarez: "Yeah, it's pretty open, just like a lot of our other items that you guys are talking about addressing."

Board Member Hammer: "Okay, just curious."

Deputy Clerk Martinez: "Lisa, did you have any questions?"

Board Member Kent: "No, I think this is a good direction to go in."

Chairman Sisney: "Any other discussion?"

Assistant City Manager Alvarez: "Don't forget to close the public hearing."

Chairman Sisney: "Okay, thank you. At this point, then, we will close the public hearing."

Chairman Sisney closed the public hearing.

Vice Chairman Buhler: "We need to make a motion to revisit."

Assistant City Manager Alvarez: "My recommendation would be for the board to make a motion to give a temporary approval, pending relocation of the kennels, and for this to come back to the board on the 14th of July, with both the applicant and the neighbor, to hear testimony from them on whether or not there has been any improvements or changes, and you guys could, at that time, look at permanent determination from there."

Chairman Sisney: "I make a motion to do what Alvarez just said."

Vice Chairman Buhler: "Good job."

Board Member Hammer: "I second."

Chairman Sisney made a motion to recommend temporary approval, pending relocation of the kennels and it go back before the Planning and Zoning Board on July 14th to the City Commission for a Kennel Permit Application 412 Elm Street. Vice Chairman Buhler seconded the motion. Roll call vote was taken. Motion carried unanimously.

5. Workshop:

a) Tiny Homes/ADU

Board Member Kent: "I was just going to say, it's 20 till 5, do we maybe pick one of those topics to discuss today? Because they're not exactly one in the same."

Board Member Hammer: "I think that's a good idea Lisa. Which topic?"

Chairman Sisney: "Tiny homes/ADU"

Board Member Hammer: "Are they two different topics?"

Vice Chairman Buhler: "I think we should discuss Airbnb."

Deputy Clerk Martinez: "So you can't discuss Airbnb's today. It's not on the agenda."

Board Member Hammer: "No, it's not on the agenda. I thought the workshop was about tiny homes *and* ADU's."

Deputy Clerk Martinez: "Yes, that's what you guys chose."

Board Member Hammer: "I think that we can talk about how we can discuss if we want them to include Airbnb, but I don't think we should just talk about Airbnb restrictions separately, right?"

Deputy Clerk Martinez: "So, you guys chose to put Tiny Homes and ADU's as your first workshop topic. So that's the topic we need to stay on."

Board Member Hammer: "Thanks for clarifying."

Chairman Sisney: "Alright, so Molly I read yours, would you like to open the conversation?"

Board Member Hammer: "Sure, I can try. So the workshop is about, kind of discussing our personal positions, and then discussing pros and cons about each one? Is that the agenda for the workshop just so I'm clear?"

Chairman Sisney: Yes, we give our positions.

Board Member Hammer: "Okay, so you guys have my position paper in front of you, I think I just wanted to look at the pros and cons. I have a lot here, I have 2 pages, but I think the main considerations for me are zoning. We need to either designate a certain zone in the city, or have a layer zone over several zones, saying, 'hey, these zones can accommodate tiny homes in these zones.' Because I think some zones are more conducive to tiny homes than others, and I don't know what that looks like yet. But, a couple of highlights from me: I think filling in and making cities more dense is a good idea to some extent. I would like to see the tiny home kind of look like the main home. So there's two types of applications here, right? So we're looking at properties that have a main home on them already, and adding a tiny home to that property. And the other type of property is a vacant lot that we should discuss how many do we put on a lot. It depends on how big the lot is, what are the setbacks, how much space do they have between each other, do we put two or do we put ten? Ten gets a lot more dense, and there's considerations for that, then you're looking at kind of multi-family, almost commercial zoning at that point. So that's just a consideration for parking, noise, traffic, etc. I think the definition of a Tiny home or ADU something that I saw reading everyone else's position paper, one thing that came up, is are they on wheels or a fixed foundation? I think we had different opinions there, and I think there are considerations for both. Gary brought up that there are some nice

park models that have wheels; they're not an RV, they're a tiny home, but do we allow those or do they need to be on a fixed foundation? So, we need to kind of discuss that and the pros and cons of that."

Vice Chairman Buhler: "Well I think they are considered an RV if they're on wheels. You spoke about an ADU being, for example, someone having a 'granny house' behind their house, and that can increase the value of your property. But having a tiny home next to a very expensive home could certainly decrease the [value of the property] of the person that has the expensive home. So, I think that we really have to follow our codes, because those codes were all made for a reason, and the main reason is safety. When you don't follow the codes, you jeopardize safety. You could technically have ten tiny homes on one acre, and it escalates. You can have more on more acres. So just think about ten tiny homes on one acre, that's a lot. It would have to be done to where there are spaces. It would have to be almost like probably a development."

Board Member Luchini: "Do we have a clear definition of what a tiny home is? Is it mobile or is it not mobile?"

Board Member Kent: "I had put a definition that I found in my document that I got from Planning and Zoning." "I can read the legal definition of a tiny home: 'A *dwelling* that is permanently constructed on a vehicle chassis, is designed for long-term residency, includes electrical, mechanical, or plumbing services that are fabricated, formed, or assembled at a location other than the site of the completed home, is not self-propelled and that is 400 square feet or less in floor area excluding *lofts*.' So a true tiny home, by definition, is on a vehicle chassis, it's designed to be moved, and it's less than 400 square feet. So, I think one of the things that had come up in one of the meetings is that currently, all of our different zoning square footage is right, and one of the questions was, 'should we reduce that?' I personally don't think we should, I think the minimum square footage of the homes is pretty small. I think if we want to allow for tiny homes, it would be almost a separate, I'm not sure what the word is, it's not neighborhood, but it would be an area designated, a little community, like an RV park is. It's an area that's designed specifically for that type of living, there are amenities that are provided within the boundaries of the property. I think a tiny home village would be something similar, just with a different type of structure. But not that this would reduce the size of what people are allowed to build, so that people can just go put little tiny 300 square foot homes all over the city. Those are just some of my thoughts."

Vice Chairman Buhler: "I think those are good thoughts, I also think that we need to always keep the distances, for example, 25 feet off of the street, and how much space there has to be

between, so they can get in to fight a fire. Those codes are important, and, like, Albuquerque has tiny home guidelines, and I posted this in my what I had to say, and it says that for a tiny home, one room has to at least be 70 feet. It has a ceiling dimensions of 7 foot minimum, it has to meet all the codes, it has to be on a permanent foundation. Now, I don't know if being on skids is a permanent foundation, I don't know the answer, is that a permanent foundation, Traci?"

Assistant City Manager Alvarez: "I would have to verify that through the state building code to see what they look at. For a mobile home, we require a 'permanent foundation', and some of the mobile homes are kind of on those skids."

Vice Chairman Buhler: "In this Albuquerque example that I have, it says that it should meet all the energy conservation codes. It should have a permanent heating facility, no portable heaters would be accepted. Windows, and/or mechanical ventilation, wall switches, and it would also have to have an operable bathroom, windows, and exhaust fans. Smoke alarms, a kitchen sink, a door to the outside required that is at least 32 inches wide and 78 inches high. If it has a loft, it would have to have adequate size of stairs. There's a code to how wide the stairs have to be, the rungs have to be, all that. And then you would have to have an escape in the loft to be able to get out of, in the event of a fire. So, these things are all really important to tiny homes."

Board Member Hammer: "Suzy I have a question about your tiny home guideline from Albuquerque, it says that 'One room must be at least 70 square feet', so in my mind that's roughly 7 foot by 10 foot, but it doesn't say on here what the minimum overall is. Is that in here somewhere? I'm just curious of what they do."

Vice Chairman Buhler: "It's not there, but I'm sure it's 400 square feet."

Board Member Hammer: "So they're not going smaller than 400 square foot."

Vice Chairman Buhler: "No, and typically the rule of thumb is two people per bedroom. Now, that does not include children. But if you had a development that was 55 or older, then you could state 'no children' because you don't want 5 people living in a tiny home. It would be bad. And that's the problem, you don't want to turn it into a ghetto. And they could turn into a ghetto. So you really have to ask yourself, 'why tiny homes?' is it a development for the community or an area, or is it an individual trying to maximize the number of people on a single family resident lot?"

Board Member Hammer: "I think we should address both possibilities."

Vice Chairman Buhler: "Those are important questions."

Board Member Hammer: "Absolutely."

Vice Chairman Buhler: "We're going to have to be really careful with granting variances for these type of projects because people should have to really – we need an inspector to make sure that these things are happening correctly. Often, things change, people will say they're going to do something, and then they do something else. And I don't think they should have to have a permit first for the tiny home to get connected to utilities and water, sewer, and electric. They should have to have the permit first, not after. It could be hard to get insurance for tiny homes too, they almost have to be insured like a trailer. I don't know that you can get FHA loans for them either, so those are all questions."

Board Member Kent: "I don't know that the Powell one would finance a tiny home, is our concern, personally. Our concern is, if they were to be able to get a loan to build it, what does that mean? What can they build, where can they build it, and how do they comply to current building codes? Because I don't think it should be any different, there needs to be the setbacks, there needs to be parking, there needs to be all of those things as well as adhering to building codes, some of the things you mentioned, Suzy, the sewer, having hot and cold water, having heating and cooling, having the escape doors and hatches or whatever would be applicable for the type of home, I think that is our concern and what we would need to consider if we were to write something in."

Vice Chairman Buhler: "Well I think that's very important because if there's a fire, and something happens, and there's loss of life, it'll all come back to everybody that approved something like this. We're not engineers, I'm not a builder or an engineer, so we're going to have to be careful with this and move forward slowly and be deliberate in our actions and our deeds."

Board Member Kent: "This is a question I have, for example, if I built a home, and I had to get a permit from the city and a permit from the state, and then the state came and inspected my home before I got a certificate of occupancy. It should be the same for a dwelling like this, it's smaller, yes, but it should have to comply to all the same things."

Vice Chairman Buhler: "It should be exactly the same."

Board Member Hammer: "That's standard, that should be standard."

Vice Chairman Buhler: "It should be."

Board Member Luchini: "So we're making codes for tiny homes, we should have a list of items, definitions, size lots, size of the home, requirements of the home, and build the code. We all have the same consensus of what we think it is. So, that's what we're doing, is 'What is a tiny home in T or C? How should it be set? On a foundation, does it need a foundation?' our own code, right?"

Assistant City Manager Alvarez: "Yeah, you're looking at potentially adding a section in our municipal code."

Vice Chairman Buhler: "Having a guideline."

Board Member Luchini: "Well we all have kind of the same thoughts on what it should be, so do we start with definitions? Lisa has a definition. That's it."

Vice Chairman Buhler: "I think we could ask Gary to formulate what we have compiled and talk to the city about it."

Assistant City Manager Alvarez: "I was making notes as we were going through, so when you say 'formulate what you've compiled'.."

Vice Chairman Buhler: "Well in the guideline sheet, like in Albuquerque, like the sample that I submitted here in the paperwork, have Gary compile something like this, maybe for us to review first; we'd like to see it. Then maybe submit it to the city. But it comes down to this: we're either living for today, or you're building for the future. We need to build for the future and do things in a really good way to where everyone will be happy to live here. And we won't have any problems. And codes, I think, are really important."

Assistant City Manager Alvarez: "Agreed. So, for clarification, have you guys come to an agreement on maybe the size of the smallest tiny home that you want to identify?"

Vice Chairman Buhler: "Maybe 400 square foot would be the absolute smallest."

Assistant City Manager Alvarez: "So we have allowances for that, in some of our zones, you can build- I'd have to look at it, I don't have the standards in front of me – but in R3 I think 450, I want to say, was an allowance for a dwelling unit. So, you want to go down to a 400?"

Board Member Hammer: "What about the other zones? I think there was an 800 in some of them?"

Assistant City Manager Alvarez: "Yeah, so the R1 is the most restricted zone, they might even be 1200. Let me see if I can pull up development standards, or can you pull them up, Katy?"

Board Member Kent: "I think that's the other thing we really need to consider, though, is if we are saying tiny homes are 400 square feet, alright, where can it be? Can anybody just buy a lot anywhere in town and put this, or do we need to start looking at the current zoning and maybe consider, I don't know what it's called, is it a re-zoning or an overlay, where there's a certain area that specifically does allow for tiny homes, or specifically does not. When I say that, I mean it more as, 'I have a piece of property and that's all I want to put on it', not an ADU. Not where there's a primary residence with a smaller home behind it. That's a different situation. I'm talking about if somebody buys an acre of land, somebody buys a standard lot, what can they put on it? Can it be anywhere or does it have to be in a certain part of town where we've designated? This area allows for tiny homes, this area does not, that's another consideration I think."

Board Member Hammer: "Or Lisa, to your point, maybe there is a standard full sized home, and then you can have one additional ADU, but not 4-5 tiny homes on the same lot. I'm just throwing ideas out there, because I agree that we have two scenarios: one is an ADU on an established lot with a home already on it, single family dwelling, and they just want to add another ADU to it. The other scenario is what you just said, a lot or an acre, and they want to know how many buildings they can put on it. I think we have to be careful of that, especially given the zone."

Board Member Luchini: "Well what about if I have a lot across from the veteran's home? I bought that lot because I love the view of the mountains and the view of the city, but I only want a tiny home. Can I put it there? I don't expect an answer, but.."

Board Member Hammer: "It's not an ADU, it's just a tiny home."

Board Member Luchini: "On that lot that I bought because I like that location. Or do I have to put it on the east side of town because it's a different zone?"

Vice Chairman Buhler: "Well, it's going to depend on what Traci just said, with that zone, there's a requirement. It would depend on that what you would get to put. You might not get

to put a tiny home there if it requires it to be a 1200 square foot home. That might have to be what you put. I mean, I don't think we should change situations like that."

Board Member Luchini: "Well I'm just asking if that's a situation, what is our answer?"

Vice Chairman Buhler: "Well it would depend on what the minimum is for that area."

Board Member Kent: "You know, I was looking at some of the zoning for another small town, and you cannot put a tiny home in the middle of the historic area, but there are parts of the town that do allow for the tiny homes, mobile homes, and things like that. They're all zoned differently, and maybe that is something we need to consider. That's what I was saying is possible changes to zoning. But if you're up on the Mesa, and the minimum square footage is 1200 and you buy an empty lot, you probably aren't going to get to put your tiny home there if that's all you're going to put there. If you're going to build a 1200 square foot house, and you want to put an ADU in the back, that's a whole different thing, and that's probably the other half of what we had on our agenda. What do we allow if there's a primary residence and they want to have the casita, the mother-in-law suite, ADU, whatever you want to call it."

Assistant City Manager Alvarez: "So for clarification, right now within our code, the R3 is the least restrictive one. So as a single family in R3, you have to have a minimum of 700 square foot dwelling unit, and your lot has to be a minimum of 4,500 square feet. If you do a two family, then your dwelling only needs to be 500 square foot per unit, and your lot size only 3,000 square feet. If you go up to multi family, a 3,000 square foot lot per unit, and a 450 square foot unit each. So we go down as low as 450 square foot per unit in R3 under multi family. It goes down to 400 under apartments."

Board Member Hammer: "How big is the lot for multi family? What's the minimum for the lot size for multi family?"

Assistant City Manager Alvarez "3,000 square feet per unit."

Board Member Hammer: "We could say that if you want to put many tiny homes on a lot, it needs to kind of follow our multi family guidelines. That's 400 square feet per unit, do we let them go down to 400 in that scenario?"

Assistant City Manager Alvarez: "I think it's really important to think about your zone area too, R3 is the largest zone, it covers a very large area in T or C. So, it's the least restrictive but covers the biggest area, so think of those as well."

Board Member Hammer: "Is there a maximum of the multi family, can a multi family be 100 units or 10 units? Is there a restriction on the number?"

Assistant City Manager Alvarez: "No. There's no restriction as long as you meet the lot size."

Board Member Hammer: "And the setbacks. Heights restrictions?"

Assistant City Manager Alvarez: "You're looking in R3, 35 foot. Goes down to a 26 foot in the more restrictive areas."

Chairman Sisney: "Someone's doing that though, they're usually building with calmer walls."

Board Member Hammer: "Right, an apartment complex. I'm just saying --"

Chairman Sisney: "Well now we're talking about an RV park."

Board Member Hammer: "Except they're not sharing walls."

Chairman Sisney: "It doesn't seem like there's any place for any of these other than maybe an ADU."

Board Member Kent: "So if an RV park came in and said they'd like to put a few tiny homes in my RV park so that there are sort of these permanent rentals, and people didn't have to bring their RV but somebody could come rent the tiny home? That seems like a reasonable thing to me. But, just having people buy up all the lots and put tiny homes everywhere doesn't feel like the direction I think we want the entire R3 district to go in."

Assistant City Manager Alvarez: "And the only thing I would recommend with the board, is also consider with mobile home parks and RV parks right now, we have a guideline for how they have to be laid out, how many are allowed, how big your lot size is, but we don't govern what they put in there, per say, as long as the setbacks are fine. If you were to request to bring in a mobile home, and put it on a lot in the city, it has to be less than 20 years old, unless you're in a mobile home park. Then it's determined by that mobile home park owner. So, the mobile home park could allow older [people] if they wanted, on their private property within the mobile home park. The same goes for the RV's in the RV park. We regulate how many can be put in there, the size and spacing between them, but the aesthetic look and age of the RV that goes in there, we don't regulate that. Currently, it's not a regulation in our code."

Vice Chairman Buhler: "I think some do have a requirement for age, and some don't."

Assistant City Manager Alvarez: "Correct."

Vice Chairman Buhler: "We had another situation where someone had a hot water well, and they wanted to put in the two small homes on that lot. If they're Airbnb-ing it, it turns it into a commercial situation with the water too, and I don't know that that is right, to be able to do that."

Assistant City Manager Alvarez: "So we don't regulate those--"

Vice Chairman Buhler: "But it should be for your own personal use."

Assistant City Manager Alvarez: "Correct, I agree with you. But we don't regulate those currently in our code. I don't have the ability to oversight those. I have a list of items that when we get to staff comments, that's one of the things that has come up."

Board Member Kent: "Yeah when we get to the official Airbnb discussion, which I assume will come up, that is one of my points, Suzy. They all kind of intermingle. We are trying to talk about an ADU, we say we can't talk about Airbnb, and we talk about zoning but we're not talking about re-zoning, but all this stuff intermingles a little bit and it's really hard to talk about one topic without it encroaching on another. Everything gets impacted."

Assistant City Manager Alvarez: "I agree, it might be something where we schedule for your next workshop a much more open-ended and not specific. If you have a specific topic you know you're going to speak on, ADU's, as it relates to various sections in the code, and short term rentals, we can make it specific but broad at the same time so you're not so limited."

Vice Chairman Buhler: "So maybe we go back after this meeting, and we fine-tune what we brought in, our notes and our ideas and our thoughts, we try to fine-tune it for the next meeting, and then we are able to speak about the Airbnb as well."

Assistant City Manager Alvarez: "I understand what you're saying, you're looking at tiny homes, but there could be the Airbnb aspect of a tiny home too. Do you want to limit tiny homes to permanent dwelling units, or full time dwelling units, and not have someone come in to do tiny homes as short term rentals all over, do you want to allow that? I understand what you're saying, you've got to be able to cross those conversations."

Chairman Sisney: "Could we consider that, would that fall under old business or can it keep showing up and we keep dealing with it?"

Assistant City Manager Alvarez: "Yeah."

Chairman Sisney: "Okay."

Deputy Clerk Martinez: "So it would still just be the workshop, so like Traci discussed at the last meeting, in your workshop, we can discuss the same item four meetings in a row, it's not just that we discussed it today and the conversation is over. You could keep brining it up until you guys find a solution."

Chairman Sisney: "So far the only time this has come up is at one time, on whatever street that is over there, Marr? That's the only time this has ever come up right? And that guy, they said they were going to use that for personal use."

Board Member Kent: "No, they said personal and Airbnb."

Vice Chairman Buhler: "Yeah, at first he said 'I'm going to stay there' and then he retracted that. I'm sure they're going to rent both of them out."

Chairman Sisney: "But nothing's happened. They haven't put anything on that lot."

Assistant City Manager Alvarez: "Not last time I drove by, and I will say that was probably 3 weeks to a month ago."

Chairman Sisney: "That's the problem, is that people come and say one thing, then they do another, which brings me to the point, how do we address that piece of property that they were going to put a tiny home on and now it's up for sale?"

Vice Chairman Buhler: "Yeah that's this property here on the river."

Chairman Sisney: "Now that lot's up for sale, a we approved it, and now the guy is backing out. Does that mean the next person can-"

Assistant City Manager Alvarez: "No, that's specific to a single application only."

Vice Chairman Buhler: "Good, so it's not a carry-over."

Assistant City Manager Alvarez: "No."

Chairman Sisney: "So if somebody buys that property, they have to come before us."

Assistant City Manager Alvarez: "They have to bring their stuff to me as well."

Vice Chairman Buhler: "Good."

Board Member Hammer: "I have a question about the man who asked for the variance with two tiny homes. I wasn't here during that approval, but I thought that Gary put in a picture of this park model, was that what he was going to install there?"

Assistant City Manager Alvarez: "Not necessarily."

Board Member Hammer: "Okay, it was just an example?"

Assistant City Manager Alvarez: "That was the idea, and that was something they had looked at, they hadn't made a final determination on whether or not they were going to do a park model or potentially a site build, or some other type of a kit."

Board Member Hammer: "Isn't a park model on wheels generally?"

Assistant City Manager Alvarez: "Yeah, but I think it's specified that those park models would have to come off the wheels and be done like a mobile home. They had to be on a permanent foundation."

Chairman Sisney: "And that's usually two runners, and they strap it down, they take the wheels off, they set blocks on two runners, and they strap it down, that's considered a permanent foundation."

Assistant City Manager Alvarez: "Correct, by state standards for mobile homes."

Board Member Hammer: "So that's something we need to consider, that's one, do they have wheels or are they fixed on a permanent--"

Chairman Sisney: "If they have wheels, they're an RV."

Board Member Luchini: "But they may have come off."

Board Member Hammer: "That's what I'm saying, this park model arrives on wheels."

Chairman Sisney: "Well, you take the wheels off, it's no longer an RV."

Board Member Hammer: "Well, we need to put that in the code."

Vice Chairman Buhler: "Or skids, they come in on skids too. Now, was there a permit for this particular property on Riverside and Magnolia?"

Assistant City Manager Alvarez: "Off the top of my head, I can't tell you without looking. I go through so many zoning approvals a day that people submit, so if you're looking for an actual state building permit, there is a portal that you can go onto the state construction industries. That's what I do when I follow up on my zoning approvals. You guys have to remember, I only approve for zoning. I do not look at structures, I do not issue building permits, I do not issue electrical, plumbing, anything. They get the zoning approval first, then they go get their state building permit. When I have done a zoning approval, I follow up with checking the website for the state to see if they've got their permits. If it's been a while, and they still don't have their permits, obviously I go out and do site visits to make sure they're not developing, but if they are developing, I attempt to make contact with the applicant as well as contacting CID to see if they just haven't uploaded something in the portal, because it takes them a little bit sometimes."

Vice Chairman Buhler: "I think this needs to be checked into."

Assistant City Manager Alvarez: "This isn't a topic on the agenda, but if you want to talk to me after the meeting, give me that information or stop by my office, then I can follow up on that."

Chairman Sisney: "Is everybody getting tired?"

Vice Chairman Buhler: "Yeah, I think that's it for the day."

Board Member Hammer: "Well I have a question for the next meeting. I would love, and I can maybe take a stab at this, I would love to highlight, what are the main top 5 issues we need to consider in the code and make a decision? Like, the size, 400 square feet, wheels or no wheels, those are kind of high level, right?"

Vice Chairman Buhler: "Well I think we should do that at home."

Board Member Hammer: "Right, not here, not right now. I'm saying for the next meeting, because we have a few things to focus on, I think we went kind of all over the place, which is good, but then make our recommendations on the 5 key requirements we think that need to be addressed, kind of condense it down a little bit."

Board Member Luchini: "That's what I thought, that's what I was trying to say. Our own guidelines."

Vice Chairman Buhler: "Yeah, go through your personal guidelines, what you submitted, and condense it, and it all has to be really safety first. It really does."

Board Member Luchini: "Is there ever any expiration on a permit, a variance that's allowed, or whatever?"

Assistant City Manager Alvarez: "If you guys implement one, yes, most definitely. Our permits, like our special use permits for kennel licenses, multi-animal, right now there is an annual renewal that is presented to the board. I know that one thing we are looking at doing is tweaking that section of the ordinance. I know Tyler is looking at some of the animal ordinance and the Clerk, so we don't necessarily have to bring those back to you every year if they're approved and still look good to Code Enforcement. Now, if there's an issue, concern, or complaints, then it would be brought to you, but right now those come back to you guys for renewal. Conditional use permits have a one year timeframe, and any time you guys, as a board, can put a timeline or timeframe, just like with [The Kennel Permit Application for 412 Elm Street] as well. Variances can be revoked per our code, as well as special use and conditional use. If they aren't following what is being put out there, you can revoke that."

Board Member Luchini: "Like the tiny homes on Marr, for an issue like that, we can put a time line."

Assistant City Manager Alvarez: "Sure. Approve it as long as you don't see something happening within a certain amount of time."

Chairman Sisney: "So how do we get other items on the agenda? There's a couple things I'd like to discuss, one is that piece of property on Riverside."

Deputy Clerk Martinez: "So when I send you the draft agenda, that's when we can add it."

Assistant City Manager Alvarez: "And my recommendation too is if there are questions you have, before we put it directly on an agenda, reach out to me, because it might be something that I can resolve without it having to wait for another month when you have the agenda. That's what I'm there for, give me a call, bring it in to me, email me, you know."

Chairman Sisney: "I'd like to recommend that we put Airbnb on for next month's discussion also."

Board Member Hammer: "Can we be specific about what Airbnb? Are we talking about restrictions?"

Chairman Sisney: "No, I want to figure out why there are people operating that aren't paying the fees."

Assistant City Manager Alvarez: "So my recommendation would be, to 'term' that, is Short Term Rentals. And only because Airbnb is covered in that term."

Chairman Sisney: "Right, Kleenex versus tissue. Yeah, Short Term Rentals, please. Discussion at next meeting."

Board Member Hammer: "And you're talking about registration, compliance, are we talking about regulation and the number of them, because that's coming up too, should we restrict the number? Should we just talk about the whole ball of wax?"

Chairman Sisney: "Let's discuss it. But all the while, I want to know why people are operating without paying their dues."

Vice Chairman Buhler: "That's not fair to people who do."

Board Member Hammer: "Yeah, that's 29 registered and there's many more than that."

6. REPORTS FROM THE BOARD:

No Reports from Board

7. REPORTS FROM STAFF:

Assistant City Manager Alvarez: "Yes. The first thing is, and I'm passing out a paper, I'm going to defer to our code enforcement officer, I noticed on at least one of the emails you guys sent in, you spoke about issues with blight properties. Maybe there's a way we could have that as one of our topics, to deal with those properties that are not in such great condition."

Board Member Hammer: "You mean the petition that went around?"

Assistant City Manager Alvarez: "No, I'm talking about the information you submitted in your email with the stuff you wanted to talk about. I can't remember who's email it was."

Board Member Hammer: "I think it was Lisa's."

Assistant City Manager Alvarez: "So I wanted to move that a little bit off of Planning & Zoning temporarily, because Code Enforcement is actually actively working on a process, so I wanted to let him speak about that a little bit while I pass out this paper."

Code Compliance Officer Knull: "This has been a topic I've been working on for probably 6 months now. Back in September, I attended the New Mexico League of Zoning Officials conference, and I met with Brad Hill, he was the town planning and development manager for the town of Edgewood. He had brought up a process in the conference that the town of Edgewood had switched to, because they had realized that their current code enforcement process wasn't working. They weren't getting compliance with properties, they were seeing blighted properties like we are, and they were taking a long time to resolve issues they were having. I did quite a bit of research leading up to this conference before I heard about this topic. I spoke with the city of Las Cruces, I spoke with Dona Ana County, I spoke with Socorro County and the City of Socorro, and I got the same answer from all of those locations that that's the nature of the beast. When you're dealing with property code, it's not criminal code. It's civil code. No one is going to end up in jail for this. Even though our code may say that they can, I can tell you right now that the judge has already told me he will never send someone to jail over property code. He's actually told me he doesn't want to enforce this. So we're having a lot of kickback from that side of things, when you try to take something civil and take it a criminal route, it takes a very long time. My current process right now when I see a blighted property, or when it's reported to me, as a violation of city code, is to inspect the property and confirm that there is an existing violation. I attempt to make contact with the property owner, and if I can make contact I will let them know what kind of violations we have. If I can't make contact, I send a certified letter, giving 30 days to fix any violations, as well as actions they need to take to remove those existing violations. So there's basically no way they can say they don't know what to do. There's a way for them to contact me and ask questions, there are pictures of the

violations that show them what I'm talking about. What I am seeing is that people don't care, and by the time they get the letter, the violation still exists, they give it the 30 days, they get taken to court over it, and the judge says, 'well, this is too vague, doesn't make sense to enforce this, so we're going to dismiss it.' I've had 3 properties that have been dismissed without prejudice, so I can re-file them, of course, but the judge is going to continue to dismiss them. This new process will completely remove the courts from the process. It will no longer go through a criminal process, it will go through a strictly civil process. It would involve creating a new position within the city known as an administrative hearing officer, that would hear specifically code enforcement issues. They would have a set day, once or twice a month, or however often we decide they need to meet, and they would come in and all they would do is hear code enforcement issues. For example, they were out of compliance for 30 days after my notice, so they have to go to the hearing officer and the hearing officer says, 'okay, you've been out of compliance for 30 days, you haven't fixed the issue, what can we do to help you fix the issue? Do you need extra time?' There's a lot of things that we run into. Sometimes you can't get a disabled person in a wheelchair to clean up their weeds, and I'm not going to cite someone who's in a wheelchair that can't get their weeds cleaned up, because how are they going to do that? So, this hearing officer would look at all of the facts of the case and say, 'this is what we want to do to help you out, this is what we need you to do to help us out. If you don't comply within this time limit, what we're going to do is give an order as the city for the city to abate the property and place a lien on the property, and indemnify the property.' Our current process goes after an owner. We have to have someone come in and say, 'That's my property, this is my violation.' That's where we get stuck. Assessors office information, by state law, is required to be updated, but it's not updated all the time. So I get a lot of return mail. This new proposed process would go specifically after the property, which means if this property owner sells the property, the new owner would start bearing the violation as long as it is still in violation. We would continue to go after the property, there would be complete follow-through, and it would stay out of the court system, which can be bogged down. Right now we're in the magistrate court, my code violation, after I've given them 30 days, I cite them, and it will take up to 3 months for them to get an initial hearing from the judge. Then the judge will send it back. So, the latest property that was dismissed took a year in magistrate court to go through, and that's way too long to get a property cleaned up. This new proposed process will shorten it to 6 months, and I would be more than willing to bring in my presentation and go into a lot more detail on those processes in your next meeting if you'd like. I've revised the ordinances to include a proposed change to meet this new process, and that's still going through some review, we are still waiting for some other stuff to come back before I can continue through, but it is something we are working on. This is a very long process, right now our process is taking years just because, who knows what at this point."

Assistant City Manager Alvarez: "I do believe, you're talking about how you and the city manager went up to Edgewood. So I think what I'm recommending from the commission, is maybe that section, since there are so many different items to have the Planning and Zoning board look at and start addressing, move that down to the bottom and let Code Enforcement take the ball on that first, and then we will keep you updated either with presentations, Tyler can come in and give you an update, or at the very least we will definitely notify you all when he's taking anything regarding changes to the code, or changes to the process, to the City Commission, so you are able to come in and hear what he's presenting. I'd hate to have him come in on overtime all the time as well."

Vice Chairman Buhler: "I was at that city meeting when they came and spoke, and it's an excellent idea, so stay with it. It could really help the city a lot, it could help everyone a lot, even the individual who's behind. So I think it's good, thank you."

Code Compliance Officer Knull: "Yes and I've already started gathering a list of companies that are willing to come and clean up blighted properties, that are willing to work with not only the city, but property owners individually as well. So with the letters that I've been sending, just as a way to start helping out--"

Vice Chairman Buhler: "Do you have an attorney to help you too?"

Code Compliance Officer Knull: "That's something that we're working on as well."

Assistant City Manager Alvarez: "We have our city attorney that we have to go through right now."

Vice Chairman Buhler: "Okay, great."

Code Compliance Officer Knull: "So just so you guys know, it is something that's on my radar. We are looking to completely revamp Chapter 6 of our code of ordinances, which is the health and sanitation chapter. That's going to be a lengthy process, it's got to go through legal reviews, be posted for 30 days and go through our entire ordinance revision guidelines. But it is something that's on my radar and I do have a process worked out. I've included a few other things in my current process that could try to help property owners out. Right now I have 80 active properties and those are properties that have violations that were reported or that I have seen, that I'm trying to get cleaned up, and I'm starting to get a lot more compliance right now with my current process of giving a list of property cleanup services to these owners, so I'm thinking that's a lot of the problem. However, as a city, it's going to be difficult for us to go

through. We're only working with two tow companies that are willing to remove junk vehicles, so that's one big thing we are running into. These tow companies are private businesses and have a right to deny us a tow, and they're not wanting to take any extra vehicles in right now. That's one thing we are still working on, but there are a lot of things I'm looking into to try and resolve a lot of the issues. So if you guys have any things you think we need to look into along these lines, feel free to reach out to me. I can give you my business card if you don't already have access to my email address. Shoot me an email, let me know there's a concern you have with the current code, and I can let you know where we're at as far as my proposed changes, and the changes that have been brought up in the commission meetings before, and I can let you know if that's maybe been included, or something we can look into a revision for. But a revision of Chapter 6 is incoming."

Board Member Hammer: "Officer Knull, I just want to say thank you for taking this on, this is kind of personal for me, because I care about how our city looks and feels from a business owner point of view, but also from a property owner point of view, and just the psychology of the town, you know, it's just not good to have trash everywhere."

Code Compliance Officer Knull: "Yeah, exactly."

Board Member Hammer: "A couple things, I would like to talk about this in more depth, I know we don't have very much time, but thank you again for taking this on. Just a couple of questions, who is paying for the trash removal? You're just giving them a card and saying, 'here's help' and they pay for it or the city's paying for it? Are we budgeting?"

Code Compliance Officer Knull: "So the city is not paying for it. So what I've done is compiled a list of, right now 15, different services, from Las Cruces to Albuquerque, who are willing to at least come down to T or C. I'm basically giving this list with contact info to the property owners, so they can reach out to these services themselves. That way, we're not recommending anything or taking on any cost, but we're just saying, 'hey, these are services willing to do this. You're allowed to call whomever you want, but in case you don't have anyone else, this is who we have that is willing to come and help you out."

Board Member Hammer: "Can you please put this on your consideration, could we please bring back bulk trash pickup days at least once a year?"

Assistant City Manager Alvarez: "I'll have to address that a little bit."

Board Member Hammer: "That would help, they just put it on their curb and they pick it up."

Assistant City Manager Alvarez: "Part of the reason that stopped is because we have to be mindful of how much trash we take in as a city, because we have to report the weight of all of it to NMED and EPA. Once we reach a certain amount that we're taking in on a regular basis, we have to transition from a collection center to a transfer station. We are almost at that point right now. That is something Solid Waste is looking at putting in their budget for this next year, it is about an 18 month or so process to permit yourself from a collection center to a transfer station. There's a lot involved with it, they'll have to bring in a professional, Park Hill is the one I believe who works with them and helps do the landfill closure and who will help us the collection. So, we don't just take in city trash, we take in trash from all of Sierra County at our collection center there, so with the new builds that are going on in Elephant Butte, even though there's a trash service in Elephant Butte, he picks up all that trash and he hauls it to our facility to empty. So, we have to account for all of that coming in as well. They're trying to stretch that length of time as much as we can so we can get through a potential permitting process."

Board Member Hammer: "I just see many municipalities doing this all over the nation and they do it twice a year, and if there's a will there's a way. I would just love to see us budget for it."

Assistant City Manager Alvarez: "He's looking at working out with Las Cruces directly, and maybe they could bring in a container so it wouldn't be weighed through our facility. Even a grapppler, I think is what they're discussing potential of getting."

Code Compliance Officer Knull: "And like you said, there's a lot of municipalities that do this as well. The town of Edgewood even stated that they do the same thing, however, they're in different circumstances than we are, and we have to be willing to work with other city entities, which is why we're looking at revising it to be a little more tweaked to our community's needs and the services that we have available, so that was something that was proposed and something I'm sure we want to do in the future, just with our current restrictions right now. That part's kind of on hold, but there is going to be an opening for that in Chapter 6 so that way if we want to start including something like that, we can."

Board Member Hammer: "Thank you again for taking that on."

Assistant City Manager Alvarez: "And when you talked about other municipalities, just keep in mind that the one thing you have to look at is, 'Does that municipality have a landfill?' So maybe they have collection centers, but they haul their stuff to their own landfill, where we don't. We're paying to dispose of [our trash]"

Board Member Hammer: “And there are other solutions, I’m sure. But I understand we’re restricted on some level. Thank you.”

Chairman Sisney: “Are there any other reports from staff?”

Assistant City Manager Alvarez: “Yes, from me. There are a couple of things I handed out, you guys asked if I’d submit to you what came across my desk, so I’ve been keeping track of this since probably 2019, is when I started noticing a lot of oddball things that would come up that people would ask about. So I’ve been making a list as I go of things that I wanted to address. All of these items one here have been called in or people have stopped by and asked about at *least* a minimum of 2-3 times. It isn’t just a one-time thing. As you see, we’ve already talked about the Accessory Dwelling Units and what the allowance is, or sizes, or zoning restrictions that we need to address, short term rentals, the same thing, do we do some type of a zoning restriction, allow them in certain areas. We’ve had people say we need to restrict how many can be within so many blocks of each other, things like that I would like Planning and Zoning to consider and discuss. Unusual dwelling units, the container homes, the yurts, tiny homes, I’ve had 3 calls in the last year and a half for people that want to use an airplane fuselage and make a home out of it. So, how do we want to deal with this? We can deal with those things as an ‘as they come up’ request for a variance, that’s not an unusual thing, there are municipalities that deal with those on a case-by-case basis.”

Board Member Hammer: “Is an airplane a tiny home if you take the wheels off?”

Assistant City Manager Alvarez: “Yeah that one, I didn’t even want to go there with that person. Of course, we have the vacant building issues that we have going, we’ve had people that have talked about the potential of doing a vacant building ordinance specific to our downtown area, and I did a little bit of diving on this back about 2 years ago, but I think it’s actually Silver City has a vacant building ordinance for their downtown or main street area and it’s an annual fee that a property owner could pay if their building is vacant for 12 months. So, every 12 months they pay. It’s a revenue source for the city, but the idea behind it is to get some of those vacant buildings occupied in the downtown main street area one way or another.”

Code Compliance Officer Knull: “And if I can just interject quickly, in my Chapter 6 revision, that is something the town of Edgewood does as well, is a vacant property registration. It’s not just for their downtown, it’s for residential areas as well, they would have to pay an annual fee and give up-to-date contact information to the city, that way if anything were to happen at this property, for example, squatters, fires, anything like that, we could contact them to notify them

of the specific issue i.e. squatters, a break-in, fire hazards, code violations, etc. So that's something that's also in that Chapter 6 revision."

Vice Chairman Buhler: "So they basically pay nothing now, is that correct? They don't pay for utilities or anything, trash, nothing?"

Assistant City Manager Alvarez: "Correct, nothing."

Code Compliance Officer Knull: "And the goal with that is to just incentivize using these buildings for something instead of letting them sit vacant for who knows how long, because we have nothing that says they can't. They just board up the windows so it's no longer considered dangerous structure, and it can sit vacant for as long as they want it to."

Board Member Hammer: "Even if utilities are connected, is it vacant?"

Assistant City Manager Alvarez: "No, if the utilities are connected, it wouldn't be vacant. You can't police whether or not somebody is in there once a year. If they're paying utilities, then things are going to be up to code, it might look better."

Board Member Hammer: "I know insurance companies won't insure you if your rental is vacant, or, they have a different fee structure, because they want somebody in there for safety reasons."

Assistant City Manager Alvarez: "So my next one, of course, was vacant property ordinances, but Tyler stole the thunder on that, so you guys can read that there. We also have live/work; we have not brought a live/work special use permit to Planning & Zoning. The last one would have been 2018 or 2019, pre-covid, when we had City Manager Madrid here. We also had nothing regulating that, so those came about I think in 2013 or 2014, there was a big push for the live/work, but there were no real guidelines set in stone on who was going to regulate and make sure that people living in the downtown were also opening their businesses for a period of time."

Vice Chairman Buhler: "When I received my variance, I had to commit to half of the building being work, and the other half could be lived in. So, I think that's a good rule to have that."

Assistant City Manager Alvarez: "And I think that portion is set, it's just, who's regulating that?"

Vice Chairman Buhler: "No one, I don't think. Not now."

Assistant City Manager Alvarez: "Yeah, no."

Vice Chairman Buhler: "People are just doing what they want to do."

Assistant City Manager Alvarez: "Correct, I agree. From all of the documents I can pull, from that information, it looked like this was something that passed management and was working really close with our Main Street, and it was something Main Street was wanting eyes on the town at night. So, Main Street was going to collaborate with the city to ensure that these businesses (because they are downtown Main Street businesses) were committing to being open so many days a week, or so many hours. I think that relationship fell through. Maybe COVID hit, I'm not sure, that was all before my time. But we don't have anything regulating, and I think we need to look at that. What do we have down there for live/work businesses, or people that should be doing a live/work, but they're only living and not working, and now we've got buildings in the downtown area that aren't working."

Vice Chairman Buhler: "Well, Traci, you will, too, still have some people who are grandfathered in."

Assistant City Manager Alvarez: "I detest that term, but yes, I understand what you're saying, because there are people that were allowed, and by that, I mean, we're not going to kick people out, but we need to look at what we want to do moving forward. Change of ownership means they need to come up to code, things like that. Another item that comes up quite a bit, believe it or not, is grease traps. Restaurants out there, grease is horrendous when it hits our sewer system. There are municipalities out there that set some kind of a grease trap ordinance and regulate it, inspections, not that we need to add more to our Code Enforcement, but it is something that sometimes Code Enforcement works hand-in-hand with our Wastewater, just to make sure that they're complying and they aren't dumping their grease directly into our sewer system."

Board Member Hammer: "Can the same thing go for people who have their mechanic shop outside in their driveway, you know, how are they disposing of oil? I have a residence about 2 blocks from me, I walk my dogs by, and he has a huge plastic container of oil just sitting on the ground. So, it would be nice to..."

Assistant City Manager Alvarez: "That would be a great one, something like that should ultimately be turned over to our Code Enforcement, because that becomes a health and sanitation issue."

Board Member Hammer: "Right, or it's going into our drainage system."

Assistant City Manager Alvarez: "That is one of the reasons that we closed our RV down that was by the family park. We had a lot of people that were dumping gasses and oils.

Unfortunately all it takes is a few people to ruin a good thing, and we had no way to regulate that, so we had no choice but to close down our dump site and tell people they'd have to go to state parks to do RV dumps. Animal allowances, so currently Code Enforcement is working on our Chapter 3 animal code, for issues that he deals with on a daily basis, but one of the things we both deal with on a daily basis is that currently our code defines, R1, R2, R3, things that are allowed. So, in the R3, in the R4, in the Riverside residential, and in the transition, it specifies that you can have horses, or a horse, and so many acres, or you can have your 4H animals, your fowl, or whatever. The problem is that in R1 and R2, it doesn't say you *cannot* have them. So, because there's nothing saying you *can't* have them, he gets calls and he doesn't have any teeth to do anything about it other than tell people that we have a noise ordinance, a sanitation or health ordinance, if it's becoming a nuisance we have a nuisance ordinance. I think we really need to look at that and see if we can define that better in our code, because typically people don't move to the downtown area, nor do they move to live around a golf course, to listen to a rooster next door. So those are things I think Planning & Zoning can potentially think about so that we can define that better. As you know, or you may not know, back in 2018, the state changed their building inspector requirements, which is the reason the city no longer has a building inspector. So, the state mandated that if you were going to have a building inspector, which we had at that time, and he was a general contractor building inspector, if we were going to have one, we either had to have one that was certified in general contracting, electric, plumbing, and HVAC, or we needed 4, 2, 3, whatever. But if we were going to have one, it had to be all. As a small municipality, we don't have the funding within our general fund to hire somebody that would be to that degree. We did look at potentially partnering at one point with the county, Elephant Butte, and the village of Williamsburg to see if maybe we could share a resource somehow. They didn't have a whole lot of interest in that, something we potentially need to revisit, again, that was pre-COVID, so everybody was kind of unsure of how things were going to move forward. With that being said, our code is specific to building inspector fees. Technically the code does say that a building inspector is a designated zoning official, and the commission, at the time that happened, designated me the zoning official. We do the Planning & Zoning meetings and get certified for Planning & Zoning, so by terminology, I could be considered a building inspector, though I don't have the background for building inspector. We need to look at revising our code so that I can charge zoning approval fees. As it is right now, people put in for their applications, they have an application fee for special use, but people that are putting into building, site reviews, brand new builds like Love's truck stop, any of those, we

send those and we pay out of our city budget, an engineer to review those plans. Not for structural, but to make sure they meet all of our zoning requirements, make sure they hit on the drainage and the topography. They're looking at everything that's specified in our code that a building inspector would look at to make sure that those things are met. Hookups, utility hookups, electrical amperage for our electric company, all of that. We pay that. So, every one of these brand-new builds comes out of our budget. We need to be able to collect some of that back. We're obviously not going to be able to collect a lot of it, but any minimal amount, some type of a review fee or a zoning approval fee, or something, we need to see about adding in there. With summer coming up, one of them actually just came in today, we have a lot of them looking at food trucks. They want to bring food trucks in. Right now, the way our city code reads is that they cannot park that food truck anywhere on city property. So, it's not supposed to be on the street. I know there's one that comes to town pretty regularly and it's on the street regularly on the weekends, and it's realistically a 'pick your battles' thing. They do have a business license, people love it, I don't want to be the bad guy to say, 'sorry, you can't park there.', and Code Enforcement is busy on the weekends being shorthanded, so we need to look at if we will allow these to park on city property. They're supposed to be on private property with a letter from the owner stating that they have permission to park there. They're supposed to submit their food handler's card along with their business application. That's not specified in our code, so I can't hold anybody to it, but when they come in and ask what they need to do, I tell them they need a business license to operate within the city, they need to submit a copy of their food handler's card, I need to send the fire chief out to take a look and make sure they're good to go with any fire extinguishers needed, and they can't park on city property so they need to submit a letter from a property owner."

Vice Chairman Buhler: "They should be able to pay. They should be able to pay the city."

Assistant City Manager Alvarez: "I would love that, but we don't have that defined."

Vice Chairman Buhler: "Well we should get that, that's a good thing, we can get that straightened out."

Assistant City Manager Alvarez: "That's just it, yeah. So we don't have any fees like that defined. The code hasn't been updated. The last time that section of the code was made, I don't think there was any such thing as a food truck. The other thing to potentially look at that we get a lot of calls about are mobile food vendors. The people that are set up by Walmart, or set up on the corner by Testin's Chevrolet. How do we regulate those and do we regulate them? The guy that goes door-to-door in the city offices selling banana bread, you know? Those are things that if you guys don't want to regulate it, that's fine, but I think it's a discussion we

need to have so that it's a public discussion and people understand when we say 'yes we are' or 'no we're not', why that is. So those are just a few of the items that come across my desk on a regular, so I think Gary said let's take the next year and really look at diving into the code and making any changes. I would definitely welcome that. Picking and choosing which ones are the priority and which ones to start with. I know there have been a couple of references made concerning timeframe on the meeting. You guys don't have an end time, so I don't want you to think that your meeting is only from 4-5, however do keep in mind that as a board, if you know these workshops can go long and you don't want to go late in the evening, you can ask your chairman to reach out to the Clerk and see if maybe you guys can move the next meeting to an earlier timeframe. Not on a regular basis, but say, 'hey we want to do some workshops, we'd rather the workshops start at 3:00.' And you could do that."

Board Member Hammer: "Can I make another suggestion? Could we move reports from the board and reports from staff above the workshop, so the workshop is last?"

Assistant City Manager Alvarez: "You can do that when you approve the agenda. So, the way the agenda is structured and printed, it has to come out that way, but when you get ready to approve the agenda, you can make a motion to move reports from the board and reports from the staff up or move the workshop down."

Board Member Hammer: "Because I really like hearing the reports, and I don't want to rush you guys. I feel like we can wrap up our workshop easier than shutting you guys down."

Code Compliance Officer Knull: "And with your reviews that you are wanting to do on any ordinances, some food for thought is, a lot of the issues we are running into are that things are defined either very vague, or they're not defined at all, and there are loopholes the size of elephants. So be very specific as to what you want and what you don't want, because that's a lot of the reason that a judge doesn't want to enforce things, is because they're so vague, and there's no actual definition for things. So, if you want to say a tiny home is 400 feet to 500 feet, be specific on the minimum size to maximum size because if you don't define a maximum size, someone's going to say that they have a 1200 square foot tiny home; because that's what people do. I've run into a lot of situations where things aren't defined, to where they say you can or can't do something, and people will walk all over that and say, 'Well, the zone doesn't say I can't do that, but it says I can do it.' So be very specific and deliberate with any sort of things that you have for future proofing."

Board Member Hammer: "Officer Knull, I would love to see you come at least once a quarter, maybe not once a month because I know you're really busy, and report back to those things that you're seeing; because you're in front of the judge, you're seeing the loopholes where things fall through, and when you raise those issues with us we can do more about it."

Code Compliance Officer Knull: "So I do make it a point to try to come to every Planning & Zoning meeting, as well as every commission meeting. Sometimes things conflict, sometimes I have court during a commission meeting and I can't make it, but I do try to come in for these meetings to hear what's going on."

Assistant City Manager Alvarez: "Are you fully staffed over there now?"

Code Compliance Officer Knull: "No, we are still short one code enforcement officer, we're still waiting for one extra."

Assistant City Manager Alvarez: "That means there's two people out there doing all the animal control and all code enforcement."

Code Compliance Officer Knull: "And actually, it's me doing just building right now, and the other one doing just animal stuff, just to help split up responsibilities. That way it's sort of even, instead of both of us doing everything. The other guy is still somewhat new, and is only really privy to animal stuff and not so much building stuff. Anything building, I'm still doing, but we are still looking for applicants for a third position. Once that gets filled, hopefully we can start getting them cross-trained so that we will all be working on animal, and we will all be working on building, and that way it splits up responsibilities. That's where we're at right now."

Board Member Hammer: "Thank you."

Code Compliance Officer Knull: "Of course."

Assistant City Manager Alvarez: "And if I understand the board, the next meeting you will do a workshop again, and you still want to fine-tune and discuss the tiny homes and ADU's right?"

Board Member Hammer: "And someone said they wanted to discuss Airbnb's as well."

Chairman Sisney: "Vacation Rentals."

Board Member Hammer: "STR's, Short Term Rentals."

Deputy Clerk Martinez: "So we can do that. I do have a request. So, City Manager Whitehead has asked you guys to turn in your position papers, I love it, but we had also asked that we have them the Monday before the meeting. So, we only ask this because when we build the packet, it's not a two second thing, we have to print every packet for every person. So, when I get a

position paper at 1:00 in the afternoon, I'm now having to backtrack and add it into the packet, rebuild the packet."

Board Member Hammer: "Plus we moved the agenda up two days for you."

Vice Chairman Buhler: "It's 72 hours."

Deputy Clerk Martinez: "Right, so if you want your packet on Wednesdays now, I have to have your position paper by that Monday."

Vice Chairman Buhler: "Monday what time?"

Deputy Clerk Martinez: "I would ask at least by noon. The end of the day is fine, but if I'm getting a position paper on Wednesday at 1:00pm, and you're wanting your packet at 2:00pm, that's not doable. We are not just working on packets in our office all day long."

Board Member Hammer: "I think Esther was the only person who got the gold star on that deadline."

Deputy Clerk Martinez: "So Lisa actually had hers submitted by Sunday night, and I saw it on Monday morning."

Board Member Hammer: "Okay, she gets two gold stars."

Deputy Clerk Martinez: "It works out great especially if you can email them, because we see them right away. But it's very hard, because we have to get them to everybody else, and then add them into the packet. I know you guys want your packets early, but I can't get a packet to you by 2:00pm when I'm barely getting the paperwork by 1:00pm."

Board Member Hammer: "We're asking you to move it up two days, so we need to help you do that. That's a fair request."

Deputy Clerk Martinez: "If you could, please."

Assistant City Manager Alvarez: "The only other thing I'd add to that is, I think if I review the minutes, I think Gary had said we'll get them to you no later than end of day Wednesday. So, I know the Clerks had called me to see if my stuff was ready, unfortunately, I had a very time-consuming customer that had come in, so I had gotten delayed and wasn't able to get my stuff

to them in the morning, but my stuff will be to the Clerk's office as quickly as possible, so they can get those agendas no later than end of day on Wednesday."

Board Member Hammer: "No gold star for you."

8. ADJOURNMENT:

Chairman Sisney adjourned the meeting at 5:58 p.m.

PASSED AND APPROVED ON THIS 14th DAY OF JULY, 2024.

Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.3

SUBJECT: Discussion Action – Accepting the City of T or C Title VI Plan

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: June 15, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

An updated Title VI Plan is required to be on file with NMDOT's Construction and Civil Rights Bureau (CCRB) to be eligible for NMDOT TAP/Rec Trails Funding. Staff have updated the 2016 plan and are requesting Commission approval.

Recommendation:

Accept City of T or C Title VI Plan

Attachments:

- Title VI Plan
-

Fiscal Impact (Finance): TBD

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-25-25



TRUTH OR NEW MEXICO
CONSEQUENCES

Title VI Plan

City of Truth or Consequences

I. Nondiscrimination Statement of Policy

Title VI Policy Statement

The City of Truth or Consequences is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 2, and all related regulations and directives. City of Truth or Consequences assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any City of Truth or Consequences program, activity or service.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quantity, quality, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

Environmental Justice/Limited English Proficiency Policy Statement

City of Truth or Consequences is also committed to assure every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities in accordance with Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and in Low-Income Populations.

In addition, the City of Truth or Consequences also assures every effort will be made to provide meaningful access to persons that have Limited English Proficiency, in accordance with Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency.

Definition of Federal financial assistance and recipients affected

Federal financial assistance is defined as any Federal dollars that are assigned to the City of Truth or Consequences to support any program and activity, by way of grant, loan or contract, other than a contract of insurance or guaranty.

Specific Forms of Discrimination Prohibited

City of Truth or Consequences efforts to prevent discrimination must address, but are not limited to:

- The denial of services, financial aid, or other benefits provided under a program.
- Distinctions in the quality, quantity, or manner in which the benefit is provided.
- Segregation or separation in any part of the program.
- Restriction in the enjoyment of any advantages, privileges, or other benefits provided to others.
- Different standards or requirements for participation.
- Methods of administration which directly or indirectly or through contractual relationships would defeat or impair the accomplishment of effective nondiscrimination.
- Discrimination in any activities related to a highway, infrastructure or facility built or repaired in whole or in part with Federal funds.
- Discrimination in any employment resulting from a program, the primary purpose of which is to provide employment.

City of Truth or Consequences' **programs and services covered by Title VI**

City of Truth or Consequences' Title VI Plan applies to all of the *City of Truth or Consequences'* programs, activities and services, regardless of funding source. Some sections deal with specific requirements (e.g. FHWA & FTA funded programs).

Authorities

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. Federal-Aid Highway Act of 1973 (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
3. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*) as amended, (prohibits discrimination on the basis of disability);
5. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 *et seq.*), (prohibits discrimination on the basis of disability)
6. The Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. § 4601
7. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321;
8. 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department of Transportation-Effectuation of Title VI Of The Civil Rights Act of 1964*);
9. 49 C.F.R. Part 27 (entitled *Nondiscrimination On The Basis Of Disability In Programs Or Activities Receiving Federal Financial Assistance*);
10. 49 C.F.R. Part 28 (entitled *Enforcement Of Nondiscrimination On the Basis Of Handicap In Program Or Activities Conducted By The Department Of Transportation*);
11. 49 C.F.R. Part 37 (entitled *Transportation Services For Individuals With Disabilities (ADA)*);

- 12.23 C.F.R. Part 200 (FHWA's Title VI/Nondiscrimination Regulation);
- 13.28 C.F.R. Part 35 (entitled *Discrimination On The Basis Of Disability In State And Local Government Services*);
- 14.28 C.F.R. Part 50.3 (DOJ Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

Signed by Chief Administrative Officer or Designee

Date

II. Title VI and Environmental Justice – The Public Participation Plan (PPP)

The City of Truth or Consequences' Public Participation Plan (PPP) describes how our organization communicates and distributes information to the public as well as how the public can interact and provide comments to our organization. The needs of those traditionally underserved by the existing system will be sought and considered by City of Truth or Consequences

Through its public involvement efforts, the City of Truth or Consequences will strive to achieve the following Title VI and Environmental Justice (EJ) goals:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

Title VI states that no person shall, on the ground of race, color, or national origin be excluded from participation in, denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Truth or Consequences will ensure that the input and feedback from all people will be considered in the development of City of Truth or Consequences' planning documents and activities.

The following actions related to Environmental Justice and Title VI are meant to reduce the barriers for participation in the decision-making process by low income, minority or disabled individuals.

1. When possible, public meetings will be held in locations that are convenient to low- and moderate-income neighborhoods and accessible to disabled populations. Such locations include community centers, senior centers and schools. Where possible, members of our organization will meet at the locations of businesses, neighborhood groups, stakeholders, and other agencies.
2. Upon request, all of our organization's work products and documents will be made available in alternative formats, including Braille, large type and languages other than English.
3. The following statement will be included in all of our organization's documents: The City of Truth or Consequences does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. This document can be made available in alternative formats by contacting our organization at 575-894-6673.

4. The following statement will be included in all meeting announcements:

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.

5. Agencies and organizations that represent low income, minority and disabled populations will be identified and included in our organization's mailings. Our staff will maintain an active listing of contacts for these organizations.
6. Our organization will evaluate Environmental Justice actions and Title VI requirements on an annual basis to ensure effectiveness of public involvement. This document will be reviewed and updated in conjunction with the Public Participation Plan.

III. Organization/Staff Responsibilities

Organizational Overview: The City of Truth or Consequences is an incorporated municipality with an elected commission of four members and a mayor. Serving the mayor and commission is the City Manager who oversees all City operations. The City is composed of eleven departments: City Manager, Community Development, Clerk/Treasurer, Public Works, Public Library, Water/Wastewater; Solid Waste: Electric, Fleet Maintenance, Finance, and Police Department. (See Attached organizational chart).

Title VI Coordinator Responsibilities: The Title VI Coordinator is responsible for the development and implementation of the Title VI plan. The coordinator must also ensure that all entities of the City of Truth or Consequences are compliant with Title VI requirements. The Title VI Coordinator is also responsible for:

- Submitting a Title VI plan and updates when there are changes in procedure, organizational structure, or complaints, to the NMDOT Title VI Coordinator. Submitting a Title VI plan every three years and an annual update to the NMDOT Title VI Coordinator. The annual updates should include, but are not limited to, any changes in procedure and organizational structure. If there are no changes, correspondence should be submitted stating there are no changes. All Title I complaints should be reported to the NMDOT Title VI Coordinator as they occur, as well as in the annual report. Annual updates are due by October 1.
- Developing procedures for receiving, processing, investigating and reporting Title VI complaints.
- Maintaining a Title VI complaint log so that three years of complaints are documented.

- Developing procedures for the collection and analysis of statistical data.
- Developing a program to conduct Title VI reviews or program areas.
- Conducting annual assessments of identified Title VI program areas.
- Developing Title VI information for dissemination.
- Establishing procedures for resolving deficiency status and reducing to writing the remedial action agreed to be necessary.

IV. Primary Program Area & Review Procedures

The City of Truth or Consequences engages in the following program areas.

Program Area	General Description	Title VI/ Nondiscrimination Concerns and Responsibilities	Review Procedures for Ensuring Nondiscrimination
Planning	Develop strategies to maintain and enhance the quality and safety of the City's transportation and infrastructure.	Ensure compliance with Title VI Plan requirements.	Ensure outreach notification for participation of low income and minority populations in the planning process.
Right of Way	Acquisition process and assistance in relocation of displaced individuals, businesses, non-profit organizations, and property management.	Ensure compliance with Title VI Plan requirements.	Maintain data on affected participants for the Title VI reporting as well as prevention of discrimination.
Environmental	Ensure public involvement for social, economic, and ethnic groups in areas directly affected.	Ensure compliance with Title VI Plan requirements.	Ensure outreach notification for participation of low income and minority populations during the environmental review process.
Research	Maintain documentation proof of notifications and involvement for social, economic, and ethnic groups in areas directly affected.	Ensure compliance with Title VI Plan requirements.	Ensure outreach notification for participation of low income and minority populations during the design and construction process.

V. Title VI Complaint Procedures

The City of Truth or Consequences is committed to ensuring that all residents have equal access to all transportation services. It is further the intent of the City of Truth or Consequences that all residents are aware of their rights to such access. Any person believing he or she has been excluded from, denied participation in, denied the benefits of, or otherwise has been subjected to discrimination under any transportation service, program or activity (whether Federally funded or not) due to that person's race, color, national origin, gender age, disability, economic status, or limited English proficiency has the right to file a complaint.

The complaint procedures cover the following:

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Civil Rights Restoration Act of 1973
- Civil Rights Restoration Act of 1987
- Americans with Disabilities Act of 1990
- Executive Order 12898
- Executive Order 13166

An individual, group of individuals or entity may file a formal Title VI complaint. Complaints must be submitted to the NMDOT Title VI Coordinator in writing, signed and dated, within 180 days of the alleged discriminatory act (or latest occurrence). The complaint should be submitted to the following address:

Attn: Title VI Coordinator
New Mexico Department of Transportation
Construction and Civil Rights Bureau
1570 Pacheco St.
Suite A-10
Santa Fe, NM 87505

The complaint should include the name, address, phone number and signature of complainant. The formal complaint should describe the alleged discriminatory act that violates Title VI in detail.

Title VI complaints may also be filed directly with the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) or the Federal Railroad Administration (FRA) within the 180-day period of the alleged discriminatory act (or latest occurrence).

Title VI complaints must be investigated within 60 days. Investigating a complaint includes interviewing all parties involved and key witnesses. The investigator may also require relevant information. City of Truth or Consequences may specify if there is a particular

individual(s) that City of Truth or Consequences should not investigate the complaint due to conflict of interest or other reasons.

Title VI complaints may be forwarded to either the New Mexico Department of Transportation or the Federal Highway Administration for investigation. If the complaint is forwarded to one of these agencies, City of Truth or Consequences will provide the name and contact information for the person handling the Title VI complaint to the complainant.

Federal law prohibits retaliation against individuals because they have filed a discrimination complaint or otherwise participated in a discrimination investigation. Any alleged retaliation should be reported in writing to the investigator.

Title VI complaints may also be filed directly with the following agencies as stated above:

New Mexico Department of Transportation
Construction and Civil Rights Bureau
1570 Pacheco St. Suite A-10
Santa Fe, NM 87505
Phone: (505) 469-6131

or

Federal Highway Administration, New Mexico
4001 Office Court Dr.
Suite 801
Santa Fe, NM
Phone: (505) 820-2021

Sample Title VI Complaint Form

Section I	
Name:	
Address:	
Telephone (Home/Cell):	Telephone (Work):
Email Address:	
Section II	
Are you filing this complaint on your own behalf: Yes ☐ No ☐	
*If you answered "yes" to this question, go to Section III.	
If you answered "no" please enter the name and relationship of the person you are filing the complaint against:	Name:
	Relationship:
If you are filing a complaint as a third party, please explain why in the space below:	
Have you obtained permission of the aggrieved party if you are filing on behalf of a third party: Yes ☐ No ☐	
Section III	
I believe the discrimination I experienced was based on (check all that apply):	
☐ Race	☐ Color ☐ National Origin
Date of Alleged Discrimination (Month, Day, Year):	Date:
Explain, as clearly as possible, what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as the names and contact information of any witnesses. If more space is needed please attach additional sheets to this form:	

Section IV

Have you previously filed a Title VI complaint)? Yes ☐ No ☐

Section V

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? Yes ☐ No ☐

If yes, please check and name all that apply:

☐ Federal Agency: _____

☐ Federal Court: _____

☐ State Agency: _____

☐ State Court: _____

☐ Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Section VI

Name of agency complaint is against:

Contact person:

Title:

Telephone number:

Signature: _____

Date: _____

Please submit this form in person at the address below, or mail form to:

Traci Alvarez, Title VI Coordinator
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

VI. Title VI Program Management Procedures

The City of Truth or Consequences is made up of approximately 6,000 residents and provides municipal services to residents and other users. These services include, but are not limited to, water, sewer, electric, solid waste, recreation, police, zoning, streets, airport, and related services, along with being a local government agency that responds to citizen concerns. The City of Truth or Consequences accommodates requests by routing the request to the appropriate department for action by that department's director/supervisor. The director/supervisor may delegate some responses to the staff. Meeting notices and/or minutes are available for translation upon request.

The City of Truth or Consequences also maintains an infrastructure capital improvement plan (ICIP) for the funding of capital projects, including streets/roadway transportation improvements. This plan is developed thru a public participation process that includes public hearings.

The City of Truth or Consequences' Title VI Coordinator shall ensure the following occurs:

- The transportation planning process fully complies with the requirements of Title VI.
- Monitor the transportation planning process overall strategies and goals and ensure compliance with Title VI requirements.
- Review operational policies and procedures to ensure Title VI compliance.
- Monitor the service equities of planning data collection and analysis for potential impacts on social, economic, and/or ethnic groups.
- Ensure the planning organizational membership attempts to reflect the makeup of the population served. This would include periodically reporting the MPO/RPO racial, ethnic, and gender composition of public involvement organizations or groups.
- Ensure the opinions and views of all groups within their populations are solicited and considered in the planning of transportation projects.
- Monitor compliance with Environmental Justice issues to identify low-income and minority populations that may be impacted by transportation planning process.
- Evidence that input from minority groups/persons has been considered in the transportation planning process. Evidence could include but is not limited to the participation level and composition of participants in public information settings. Also reporting any follow-up and conclusions to issues communicated throughout the planning process.
- Monitor the gathering and utilization of demographic data used to identify and locate low-income and minority populations in order to investigate the possible benefits and detriments of transportation plans on these populations.

- Monitor compliance with Limited English Proficiency populations to improve access and comprehension of the transportation planning process for individuals comprising the LEP population.

VII. Title VI Related Training

The *City of Truth or Consequences* Title VI Coordinator shall ensure that staff is trained and familiar with *City of Truth or Consequences*' related policies and procedures.

VIII. Limited English Proficiency (LEP) Plan

Executive Order 13166, titled Improving Access to Services for Persons with Limited English Proficiency, indicates that differing treatment based upon a person's inability to speak, read, write, or understand English is a type of national origin discrimination. Any agency receiving federal funds needs to develop a Limited English Proficiency (LEP) Plan.

The primary element of the LEP Plan is the Four Factor Analysis.

The Four Factor Analysis includes the following factors:

- **Number or Proportion of LEP Individuals:** This factor should describe your efforts to provide meaningful opportunities to your Limited English Proficient population.
 - The number or proportion of LEP persons in the service area who may be served or are likely to be encountered at a City program, service or activity. The U.S. Census Bureau has a range of four classifications of how well people speak English. The classifications are (1) 'very well,' (2) 'well,' (3) 'not well,' and (4) 'not at all.' For planning purposes, we are considering individuals who speak English 'not well' or 'not at all' as Limited English Proficient, or LEP. All programs/projects must consider the number and percent of persons in regards to their English language skills within the planning area for inclusion in public involvement and public engagement meetings. For each program, project, service, or activity, an assessment will be conducted to determine the number of LEP, minority, and low-income populations to ensure meaningful public involvement. The City of Truth or Consequences Citizen Participation Plan will be followed to ensure all groups have notification and access.
- **Frequency of Contact with the Program:** If LEP persons must access your program/activity daily; the recipient of federal funds has a greater responsibility to tailor their services to the needs of LEP persons.
 - The frequency with which LEP persons come in contact with a City program, activity or service. The program/project must be evaluated in relationship to the number of persons who are within the program/project area and the number of times they have frequented the program or activity. For public meetings, a sign-in sheet or survey must be utilized to determine the demographic and frequency of participation. Planners and project managers must provide notice to LEP persons within the project/program area so that they are aware of any

programs/projects that may affect their quality of life. Programs, services, and activities that have potential impact for LEP persons include, but are not limited to:

- Public involvement and public engagement meetings/hearings for constructions projects affecting LEP communities or individuals
 - Requests for permits
 - Real estate transactions/condemnation
 - Requests for certifications, licenses
 - Phone
- **Nature and Importance of the Program:** The need LEP individuals have to access benefits and services amplify with programs where the denial or delay of access may have life or death implications.
 - The Nature and Importance of the Program, Activity, or Service by the City of Truth or Consequences to the LEP population. The City of Truth or Consequences owns the utility infrastructure composed of Electric, Water, Sewer, and Sanitation Services. As a direct owner, the City of Truth or Consequences is responsible to ensure that they provide/are responsive to the LEP population. As owners of the Utility infrastructure, the City is responsible for ensuring that any LEP person using the infrastructure has access to information on routes, times, and other utility services.
 - **Resources Available:** Your organization may have limited resources and may not have to take the same steps as a larger organization to provide LEP assistance in programs that have a limited number of LEP persons (e.g., where contact is infrequent, where the total cost of providing language services is relatively high, and/or where the program is not crucial to a person's day to day existence.)
 - The Resources Available to the City of Truth or Consequences and Overall Cost to provide LEP assistance. The City of Truth or Consequences is a small municipality, serving approximately 6,000 residents, with limited funding. However, the City of Truth or Consequences has the ability to provide notices, summaries, and other written information in Spanish for the LEP population that it serves upon request. There are also City staff members that provide interpretation services by phone or in person as needed.
 - Providing Language Assistance
LEP persons may receive oral language interpretive services either in person (at public service locations or at public information meetings) or via telephone contact. Language assistance may be provided by multilingual staffing, a third-party interpreter, or via a telephone interpreter service.

In addition, your organization should address the appropriate mix of written and oral language assistance. Your organization should identify the following:

- Documents that should be translated
- Process to identify when oral translation is needed
- When services should be immediately available

IX.Data Collection

Describe your organization's process for collecting and analyzing data on the race, color, national origin, sex, age or disability of participants and beneficiaries of your organization's programs and activities. Examples include tracking the race/ethnicity of residents relocated through your organization's right of way program, tracking the race/ethnicity of members of the public participation in public meetings, and collecting U.S. Census data on population by your organization's projects.

Program Area	Type of Data Collected & Process for Collecting	Intended Outcome of Data Analysis (i.e. Title VI Purpose for Collecting Data)
Commission/Department Head Meetings	Meeting sign-in sheets, public/employee comments	Title VI, PPP
Transportation/Infrastructure Improvement Projects	Meeting sign-in sheets Public comments	Meeting LMI requirements set by funding sources
City of Truth or Consequences Utility Office	Tracking the race/ethnicity of residents	Title VI, Meeting requirements set by funding sources.

X. Public Dissemination of Title VI Information & Notice of Rights

All members of the public are afforded protection against discrimination through Title VI. To ensure open and transparent communication with the public, the City of Truth or Consequences will adhere to the following requirements:

- The City of Truth or Consequences will disseminate agenda and public meeting information to members of the public via accessible printed and electronic media, including postings on the City of Truth or Consequences' website and in the Sierra County Sentinel. Documents and agendas will be available at the City of Truth or Consequences' office at 505 Simms Street, and at other locations identified in the Public Participation Plan.
- Public notices of City of Truth or Consequences meetings will be posted at the location of the meeting site.
- In appropriate documents, the City of Truth or Consequences will include a statement that the organization complies with Title VI by assuring that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any City of Truth or Consequences program, activity, or service.

Notice of Rights Under Title VI of the Civil Rights Act of 1964

City of Truth or Consequences operates its programs and services without regard to race, color, national origin, sex, age, and disability. Anyone who believes they have been excluded from participation in, denied benefits of, or otherwise subjected to discrimination under any City of Truth or Consequences program or activity because of their race, color, national origin, age, sex, or disability may file a discrimination complaint with City of Truth or Consequences or the New Mexico Department of Transportation.

To file a Title VI discrimination complaint, please contact:

City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901
Ph. 575-894-6673
Fax 575-894-776

FHWA Assurances for Title VI and Other Nondiscriminatory Statutes

The *City of Truth or Consequences* (hereafter referred to as the "Recipient") HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *non-discrimination, In Federally-Assisted Programs Of The Department of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Act, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measure necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from the DOT, including the FHWA."

Specific Assurances

More specifically and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted programs and activities:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient shall insert the following notification in all solicitations for bids, Request for Proposals for work, or material subject to the Acts and the Regulations and made in connection with the Federal Aid Highway Program, and in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Act and Regulations.
4. The Recipient shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend the right to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties.
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired, or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project, except where the Federal assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the officials to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

By signing this Assurance, City of Truth or Consequences also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration. You must keep records, reports, and submit the material for review upon request to the Federal Highway Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Truth or Consequences gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under Federal-Aid Highway Program. This ASSURANCE is binding on it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest and other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Signed by Chief Administrative Officer/Designee

Date

Appendix A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Truth or Consequences or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the City of Truth or Consequences will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Truth or Consequences or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the City of Truth or Consequences to enter into any litigation to protect the interests of the City of Truth or Consequences.

In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses shall be included in deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the State of New Mexico will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the State of New Mexico all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(Habendum Clause)

TO HAVE AND TO HOLD said lands and interests therein unto the State of New Mexico and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the State of New Mexico, its successors and assigns.

The State of New Mexico, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed [,] [and]* (2) that the State of New Mexico will use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [,] and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department shall have a right to enter or re-enter said lands and facilities on said land, and the above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such clause is necessary in order to make clear the purposes of Title VI of the Civil Rights Act of 1964.)

Appendix C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the State of New Mexico, pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) and never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above non-discrimination covenants, the State of New Mexico will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the State of New Mexico and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Appendix D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the State of New Mexico pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the State of New Mexico will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to the deeds, in the event of breach of any of the above non-discrimination covenants, the State of New Mexico will there upon revert to and vest in and become the absolute property of the State of New Mexico and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Appendix E

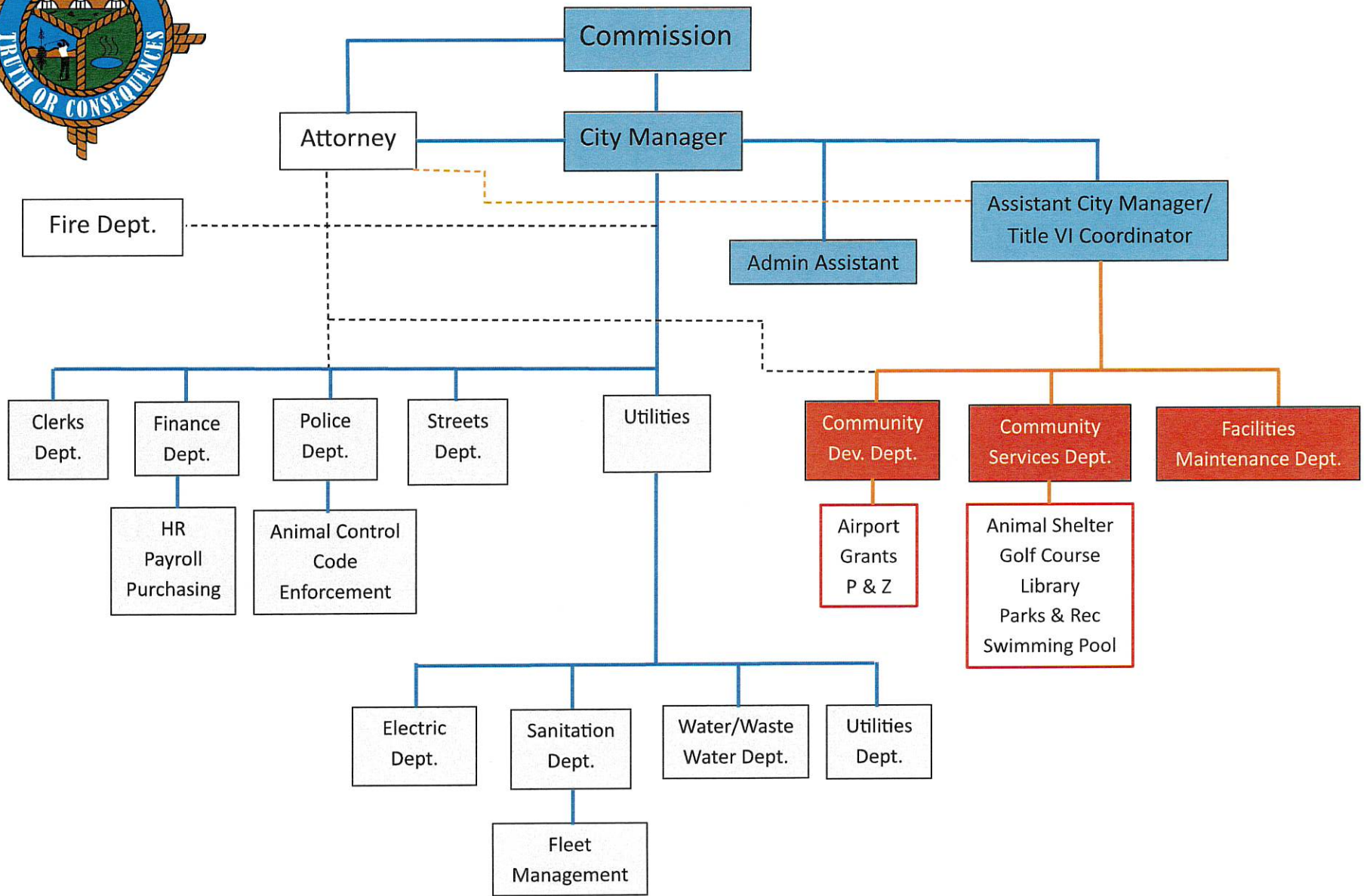
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et seq.*)



Organizational Chart





City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.4

SUBJECT: RFP #2025-05-002 Annual Legal Services Contract Award- Jaime F. Rubin, LLC
DEPARTMENT: Finance
DATE SUBMITTED: June 19, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

RFP#2025-05-002 Annual Legal Services. Multi-Awards. Please, see attached:

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Letter from Finance Director
- CONTRACT #2025-05-002 (2) COPPLER LAW FRIM, P.C.
- FINAL COMBINED SCORE SHEETS

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

*Annual threshold of \$24,000.00 @ a \$200.00 per hour rate for services. To be invoiced for services on a as needed bases.

Legal Review (City Attorney): Choose an item.

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 06/25/2025

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

June 19, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: RFP #2025-05-002 ANNUAL LEGAL SERVICES-JAIME F. RUBIN, LLC (1)

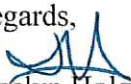
The City's Finance/Procurement Department along with the RFP Evaluating Committee, have done their diligence with the task of assessing and reviewing RFP #2025-05-002 Annual Legal Services. Following in-depth reviews and scoring, the Committee unanimously agreed to issue a multi-award to Jaime F. Rubin, LLC and Coppler Law Firm, P.C. based on the needs for the quality of services each firm provides for the City.

The Committee will be inclined to utilize Mr. Rubin's services for a majority of the City's reviews and guidance. He is a local attorney and has continued to attend the City for multiple years. The RFP was issued in accordance with the City's and State's New Mexico Procurement Code guidelines and have been processed in accordance to the rules. This contract supersedes any prior agreements and will commence on the new FY 25/26.

Please, review the attached contract and approve the requested procurement. Thank you.

Annual Fee Not to Exceed (Unless Amended in Writing): **\$65,000.00**

Regards,


Jocelyn Holguin
Finance Director/CPO

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO # _____

CITY OF TRUTH OR CONSEQUENCES

RFP #2025-05-002 ANNUAL LEGAL SERVICES CONTRACT #2025-05-002 (1)

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, hereinafter referred to as the "City" and Jaime F. Rubin, LLC hereinafter referred to as the "Contractor" and is effective as of the date set forth below upon which it is executed by the Chief Procurement Officer and the Board of City Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as Attachment 1 and incorporated herein by reference.

2. Compensation.

A. The City shall pay to the Contractor an hourly rate of Two Hundred Dollars (\$200.00), plus New Mexico Gross Receipts Tax not to exceed an annual amount of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) plus New Mexico Gross Receipts Tax for services satisfactorily performed for the first year of this Contract, without the Agreement being amended in writing.

B. Payment is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

This Agreement is for one (1) year from the date of approval by the City of T or C's City Board of City Commissioners. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

- a. This contract may be renewed up to Three (3) additional years after the original contract issue date per response to **RFP #2025-05-002** Annual Legal Services as follows:

Year 2 (07/01/2026 through 06/30/2027)	\$220.00 per hour plus GRT
Year 3 (07/01/2027 through 06/30/2028)	\$220.00 per hour plus GRT
Year 4 (07/01/2028 through 06/30/2029)	\$220.00 per hour plus GRT

- b. This Contract shall renew automatically under the above terms unless otherwise terminated.

4. **Termination.**

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of City Commissioners, 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.

6. Status of Contractor.

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

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or Consequences from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color,

national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Sierra County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The City of Truth or Consequences shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the City of Truth or Consequences harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the City of T or C in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Truth or Consequences from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and

all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Truth or Consequences and the New Mexico Municipal League by certified mail.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Authority.

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

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Municipal League and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. [2025-05-002] and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the City of Truth or Consequences against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of Truth or Consequences based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the City of Truth or Consequences for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of Truth or Consequences shall:

- i. give the contractor prompt written notice of any claim;

- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the City the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of [insert appropriate coverage amounts depending on assignment].

BOARD OF CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES

37. Notices.

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

To: City of Truth or Consequences

Jocelyn Holguin, Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

To: Jaime F. Rubin, LLC- Attorney at Law

Address: P.O. Drawer 151
Truth or Consequences, NM 87901

Phone # 575.894.3031

By: _____ Date: _____
Jaime F. Rubin, LLC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Chief Procurement Officer below:

By: _____ Date: _____
Gary Whitehead, City Manager

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 25th day of June 2025.

Rolf Hechler, Mayor

Attest:

Angela Torres
City Clerk

City of Truth or Consequences Chief Procurement Officer:

By: _____ Date: _____

Jocelyn Holguin
Finance Director/CPO
City of Truth or Consequences

Attachment 1

Scope of Work

Required activities include, but are not necessarily limited to -

The scope of work is for Legal Services and shall consist of the following:

- Provide day to day legal services to the City Commission and Administration
- Experience with New Mexico Local Government
- Employment Laws
- Legal staff will provide legal opinion and guidance- but will ultimately leave final decisions to the City Commission and Administration- and continue to provide legal support based on these decisions
- Attend All City Commission Meetings and Administrative Hearings
- Advise Commission on all matters including Policies and Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations matters that may arise. Including and not limited to liens and property abatements
- Draft and review Notices of Contemplated Actions
- Draft and Review Resolutions, Ordinances and other city departments
- Draft and review Contracts, Leases, Memorandums of Understandings, Joint Powers Agreements and as requested by departments as needed
- Subdivision, property and road experience
- Provide written legal opinions and advise county on methods to avoid civil litigation
- Advise elected officials
- Timely Response to inquiries
- Shall notify appropriate staff of new laws, legislative mandatory requirements or other when knowledge of such changes are incurred
- Monthly Flat Rate
- Annual Fee
- Other Rates (Detailed)
- To be respectful and diplomatic to all staff

END

RFP# 2025-05-002 ANNUAL LEGAL SERVICES**EVALUATION CRITERIA- INDIVIDUAL SCORE SHEET**

AREA LOCATION (S): CITY OF T OR C		
PASS/FAIL ONLY 0* POINTS	PASS/FAIL	PASS/FAIL
Company Name	Jaime F. Rubin, LLC	Coppeler Law Firm, P.C.
V.B.1 Conflict of Interest- Appendix C	PASS	PASS
V.B.2 Campaign Contribution Disclosure Form- Appendix D	PASS	PASS
V.B.3 Letter of Transmittal Form- Exhibit A	PASS	PASS
V.B.4 Resident Veterans Preference Certification- Appendix E	PASS	PASS
V.B.5 Insurance	PASS	PASS
V.B.6 License	PASS	PASS
SCORING-POINTS	SCORING -POINTS	SCORING -POINTS
Company Name	Jaime F. Rubin, LLC	Coppeler Law Firm, P.C.
V.B.7 Capability and Agreement to Perform * POSSIBLE POINTS: #600	600	600
V.B.8 Requirements of Offeror Submitting Proposal *POSSIBLE POINTS: #600	595	600
V.B.9 Offeror (Offeror Team) Qualifications and Experience * POSSIBLE POINTS: #600	600	600
V.B.10 References *POSSIBLE POINTS: #300	250	250
V.B.11 Resume *POSSIBLE POINTS: #300	245	300
V.B.12 Cost Response Form- Exhibit C *POSSIBLE POINTS: #600	0	0

V.B.12 Cost Formula TOTAL POSSIBLE POINTS: #200 NOTE: CPO TO FORMULATE	0 Points Scored- Cost Response Did Not Follow Score Guide	0 Points Scored- Cost Response Did Not Follow Score Guide
TOTAL COMBINED SCORES: #3000	2,290	2,350
Company Name	Jaime F. Rubin, LLC	Coppeler Law Firm, P.C.
V.B.13 TOTAL POSSIBLE AWARDED POINTS: #3000	2,290	2,350
VETERAN PREFERENCE: 10 % RESIDENT PREFERENCE: 8% NATIVE AMERICAN 8%	N/A	N/A
PREFERENCE SCORE TOTAL: NOTE: CPO WILL COMPILE	N/A	N/A

FINAL SCORES COMPILED BY: Jocelyn Holguin, Finance Director/CPO SIGNED: 
DATE: 6/19/2025 TIME: 9:30 AM LOCATION: City of T or C-FINANCE OFFICE

* I understand processing this RFP packet I will review all the scores to the best of my ability and with fair objectivity. I will not discuss the RFP process with either company or other persons.

Signature: 

Date: 6/19/2025

June 11, 2025

Dear Evaluation Committee,

Attached are the score sheets and packets for each of you to review, evaluate and score. The packets will be due back on the date we agreed on during this meeting. The scores provided will be combined and include the preferences and cost response for the final. Should you require any clarifications, please reach out to me directly. Thank you.

IV. SPECIFICATIONS

A. INFORMATION

1. Background

This RFP is to secure Annual Legal Services. All potential Offerors are to read, understand and accept the requirements of this Request for Proposal. Failure to comply with the instructions, terms and conditions, and specifications of this Request for Proposal may result in your proposal being classified as non-responsive. This Request for Proposal will result in a single source award. New Mexico criminal law prohibits bribes, gratuities and kickbacks.
(13-1-191 SA 1978)

B. MANDATORY REQUIREMENTS

Pass/Fail

1. Conflict of Interest (0* Points – Pass/Fail Only)

APPENDIX C

City of Truth or Consequences Conflict of Interest-Debarment/Suspension Certification Form

2. Campaign Contribution Disclosure Form (0* Points-Pass/Fail Only)

APPENDIX D

Offeror must complete and sign the Campaign Contribution Disclosure Form

3. Letter of Transmittal Form (0* Points – Pass/Fail Only)

EXHIBIT A

Offeror must complete and submit the "Letter of Transmittal Form"

4. Resident Veterans Preference Certification (0* Points – Pass/Fail Only)

APPENDIX E-

Offeror must complete and submit Resident Veterans Preference

5. Insurance (0* Points – Pass/Fail Only)

Offeror must submit a certificate of insurance.

6. License (0* Points – Pass/Fail Only)

Offeror must submit a valid business license with their submittals

Mandatory Requirements Points

7. Capability and Agreement to Preform (200 Points)

Offeror certifies that they are capable and qualified to provide the products or services.

8. Requirements of Offeror Submitting Proposals (200 Points)

Offeror must at a minimum hold a Juris Doctor Degree or Doctor of Jurisprudence from an American Bar Association recognized Law School and must be a member in good standing with the New Mexico Bar Association. Supporting documentations required.

9. Offeror (Offeror Team) Qualifications and Experience (200 Points)

Offer must describe, in narrative form, their qualifications to accomplish the activities cited within this Section IV.B as well as relevant experience and past record of successful performance. Legal services for City Government, Municipalities and Colonia's.

10. References (100 Points)

Offeror must provide references of at least three (3) public entity.

11. Resume (s) (100 Points)

Offeror must provide a resume (s) provided based on the background and knowledge of each attorney who will be directly associated with the City.

12. Cost Response Form (200 Points)

EXHIBIT C- Cost to be tabulated and formatted into final score sheet.

13. TOTAL POSSIBLE SCORED POINTS: 1000

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual offeror proposals.

REF.	MANDITORY REQUIREMENTS	POINTS AVAIL.
	PASS/FAIL ONLY	
V.B.1	Conflict of Interest- Appendix C	0*
V.B.2	Campaign Contribution Disclosure Form- Appendix D	0*
V.B.3	Letter of Transmittal Form- Exhibit A	0*
V.B.4	Resident Veterans Preference Certification- Appendix E	0*
V.B.5	Insurance	
V.B.6	License	0*
	POINTS	
V.B.7	Capability and Agreement to Perform	200
V.B.8	Requirements of Offeror Submitting Proposal	200
V.B.9	Offeror (Offeror Team) Qualifications and Experience	200
V.B.10	References	100
V.B.11	Resume	100
V.B.12	Cost Response Form- Exhibit C	200
V.B.13	Total Possible Awarded Points	1,000
TOTAL		

*Pass/Fail only.

B. EVALUATION FACTORS

Points will be awarded based on the evaluation factors found in V.B.7 through V.B.12, as indicated.

C. MANDITORY REQUIREMENTS

PASS/FAIL

1. Conflict of Interest (0* Points)

Pass/Fail only.

APPENDIX C

City of Truth or Consequences Conflict of Interest-Debarment/Suspension Certification Form

2. Campaign Contribution Disclosure Form (0* Points)

Pass/Fail only.

APPENDIX D

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the City of Truth or Consequences are BCC Mayor Rolf Hechler; BCC Mayor Pro-Tem Amanda Forrister; Commissioner Destiny Mitchell).

3. Letter of Transmittal Form (0* Points)

Pass/Fail only.

EXHIBIT A

Offeror must complete and submit the “Letter of Transmittal Form”, found in EXHIBIT A, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

4. Resident Veterans Preference Certification (0* Points)

Pass/Fail only.

APPENDIX E

Offeror must provide a copy signed copy of the “Resident Veterans Preference Certification”, found in APPENDIX E, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

5. Insurance (0* Points)

Pass/Fail only.

Offeror must provide a copy of a valid certificate of liability insurance with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

6. License (0* Points)

Pass/Fail only.

Offeror must provide a copy of a valid license with their proposal. The license shall indicate firm is licensed and is able to provide professional legal services in the State of New Mexico. The license must be signed and dated by an individual authorized to contractually bind the firm. Including the State of New Mexico Seal.

Points

7. Capability and Agreement to Perform (200 Points)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the sample contract at Exhibit D statement of concurrence is required.

8. Requirements of Offeror Submitting Proposals (200 Points)

Offeror must at a minimum hold a Juris Doctor Degree or Doctor of Jurisprudence from an American Bar Association recognized Law School and must be a member in good standing with the New Mexico Bar Association.

9. Offeror (Offeror Team) Qualifications and Experience (200 Points)

Points will be awarded base on the depth and breadth of experience of the Offeror. The Evaluation Committee will pay particular attention to the similarity between described experience and the work to be performed under this RFP as well as the complexity and difficulty of work described in the offeror's response. Offeror responses will also be compared to submittals from other offerors under this RFP.

10. References (100 Points)

Points will be awarded based on the similarity of the business dealings indicated to the requirements of this RFP as well as the reference's satisfaction in their dealings with the offeror and the provided products or services. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other offerors under this RFP.

11. Resume (100 Points)

Points will be awarded based on the resume (s) provided based on the background and knowledge of each person (s) who will be conducting professional services directly with the City. Each resume is to indicate their knowledge and background regarding governmental laws, litigations and terminations (if applicable).

12. Cost (200 Points)

Points will be awarded based on the total cost proposed on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Total Proposed Cost}}{\text{This Offeror's Total Proposed Cost}} \times 200$$

Note: The Chief Procurement Officer will tabulate the points according the formula and include them in the final score sheet in accordance with the final scores weighted by evaluating committee with section V.B.6- V.B.10.

13. Total Possible Points- Score Based on Combined Totals of selected Committee Evaluations and Scoring.

D. EVALUATION PROCESS

1. Initial Review

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Chief Procurement Officer may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Veteran Preference; Resident Business/Contractor Preference/ Local

13-1-21 NMSA 1978 provides for certain preferences under certain conditions. If applicable, the preference will be provided to those offerors that have provided the requisite supporting material with their proposal, as required by 13-1-21 NMSA 1978. As amended Application of Preferences. Appendix E

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the City, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Chief Procurement Officer, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

6. Cost Response Scoring

Responsive proposals will be evaluated and tabulated by the Chief Procurement Officer and added to the final tabulated score sheet in occurrence with committee evaluating scores of the above pointed criteria and formula.

7. Basis of Award

In accordance with combined committee evaluations and scoring based on the pointed criteria and cost formula, the Chief Procurement Officer, will issue a final determination based on the committee member's unanimous agreement for the selected firm, to represent the City of T or C for Legal Services. Once the decision has been solidified the awarded contract agreement will be presented to the City Commission for approval.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.5

SUBJECT: RFP #2025-05-002 Annual Legal Services Contract Award- Coppler Law Firm, P.C
DEPARTMENT: Finance
DATE SUBMITTED: June 19, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

RFP#2025-05-002 Annual Legal Services. Multi-Awards. Please, see attached:

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Letter from Finance Director
- CONTRACT #2025-05-002 (2) COPPLER LAW FRIM, P.C.
- FINAL COMBINED SCORE SHEETS

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

*Annual threshold of \$24,000.00 @ a \$200.00 per hour rate for services. To be invoiced for services on a as needed bases.

Legal Review (City Attorney): Choose an item.

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 06/25/2025

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

June 19, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: RFP #2025-05-002 ANNUAL LEGAL SERVICES-COPPLER LAW FIRM, P.C. (2)

The City's Finance/Procurement Department along with the RFP Evaluating Committee, have done their diligence with the task of assessing and reviewing RFP #2025-05-002 Annual Legal Services. Following in-depth reviews and scoring, the Committee unanimously agreed to issue a multi-award to Coppler Law Firm, P.C. and Jaime F. Rubin, LLC based on the needs for the quality of services each firm provides for the City.

The Committee will be inclined to utilize Coppler Law Firms' services for a portion of the City's reviews and guidance. Coppler Law Firm has assisted the City on specialty items such as the GO BONDS and other financial requests. The RFP was issued in accordance with the City's and State's New Mexico Procurement Code guidelines and have been processed in accordance to the rules. This contract supersedes any prior agreements and will commence on the new FY 25/26.

Please, review the attached contract and approve the requested procurement. Thank you.

Annual Fee Not to Exceed (Unless Amended in Writing): **\$24,000.00**

Regards,


Jocelyn Holguin
Finance Director/CPO

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO # _____

CITY OF TRUTH OR CONSEQUENCES

RFP #2025-05-002 ANNUAL LEGAL SERVICES CONTRACT #2025-05-002 (2)

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, hereinafter referred to as the "City" and Coppler Law Firm, P.C., hereinafter referred to as the "Contractor" and is effective as of the date set forth below upon which it is executed by the Chief Procurement Officer and the Board of City Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as Attachment 1 and incorporated herein by reference, to the extent assigned by the City and not performed by other counsel working in cooperation with Contractor.

2. Compensation.

A. The City shall pay to the Contractor an hourly rate of Two Hundred Dollars (\$200.00), plus New Mexico Gross Receipts Tax not to exceed an annual amount of TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00) plus New Mexico Gross Receipts Tax for services satisfactorily performed for the first year of this Contract, without the Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a tenth of an hour basis, and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year from the date of approval by the City of T or C's City Board of City Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of City Commissioners, 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.

6. **Status of Contractor.**

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

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or Consequences from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

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

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Sierra County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The City of Truth or Consequences shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the City of Truth or Consequences harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the City of T or C in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

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

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind

Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Municipal League and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.

Request for Proposals No. [2025-05-002] and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the City of Truth or Consequences against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of Truth or Consequences based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the

contractor agrees to reimburse the City of Truth or Consequences for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of Truth or Consequences shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the City the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of \$1,000,000 per claim and \$1,000,000 aggregate.

BOARD OF CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES

37. Notices.

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

To: City of Truth or Consequences

Jocelyn Holguin, Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

To: Coppler Law Firm, P.C.

Address: 645 Don Gaspar Avenue
Santa Fe, NM 87505

Phone # 505-988-5656

By: Frank Coppler Date: 6/23/2025
Frank Coppler, Senior Partner

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Chief Procurement Officer below:

By: _____ Date: _____
Gary Whitehead, City Manager

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 25th day of June 2025.

Rolf Hechler, Mayor

Attest:

Angela Torres
City Clerk

City of Truth or Consequences Chief Procurement Officer:

By: _____ Date: _____

Jocelyn Holguin
Finance Director/CPO
City of Truth or Consequences

Attachment 1

Scope of Work

Required activities include, but are not necessarily limited to -

The scope of work is for Legal Services and shall consist of the following:

- Provide day to day legal services to the City Commission and Administration
- Experience with New Mexico Local Government
- Employment Laws
- Legal staff will provide legal opinion and guidance- but will ultimately leave final decisions to the City Commission and Administration- and continue to provide legal support based on these decisions
- Attend All City Commission Meetings and Administrative Hearings
- Advise Commission on all matters including Policies and Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations matters that may arise. Including and not limited to liens and property abatements
- Draft and review Notices of Contemplated Actions
- Draft and Review Resolutions, Ordinances and other city departments
- Draft and review Contracts, Leases, Memorandums of Understandings, Joint Powers Agreements and as requested by departments as needed
- Subdivision, property and road experience
- Provide written legal opinions and advise county on methods to avoid civil litigation
- Advise elected officials
- Timely Response to inquiries
- Shall notify appropriate staff of new laws, legislative mandatory requirements or other when knowledge of such changes are incurred
- Monthly Flat Rate
- Annual Fee
- Other Rates (Detailed)
- To be respectful and diplomatic to all staff

END

RFP# 2025-05-002 ANNUAL LEGAL SERVICES
EVALUATION CRITERIA- INDIVIDUAL SCORE SHEET

AREA LOCATION (S): CITY OF T OR C		
PASS/FAIL ONLY 0* POINTS	PASS/FAIL	PASS/FAIL
Company Name	Jaime F. Rubin, LLC	Coppeler Law Firm, P.C.
V.B.1 Conflict of Interest- Appendix C	PASS	PASS
V.B.2 Campaign Contribution Disclosure Form- Appendix D	PASS	PASS
V.B.3 Letter of Transmittal Form- Exhibit A	PASS	PASS
V.B.4 Resident Veterans Preference Certification- Appendix E	PASS	PASS
V.B.5 Insurance	PASS	PASS
V.B.6 License	PASS	PASS
SCORING-POINTS	SCORING -POINTS	SCORING -POINTS
Company Name	Jaime F. Rubin, LLC	Coppeler Law Firm, P.C.
V.B.7 Capability and Agreement to Perform * POSSIBLE POINTS: #600	600	600
V.B.8 Requirements of Offeror Submitting Proposal *POSSIBLE POINTS: #600	595	600
V.B.9 Offeror (Offeror Team) Qualifications and Experience * POSSIBLE POINTS: #600	600	600
V.B.10 References *POSSIBLE POINTS: #300	250	250
V.B.11 Resume *POSSIBLE POINTS: #300	245	300
V.B.12 Cost Response Form- Exhibit C *POSSIBLE POINTS: #600	0	0

V.B.12 Cost Formula TOTAL POSSIBLE POINTS: <u>#200 NOTE: CPO TO FORMULATE</u>	0 Points Scored- Cost Response Did Not Follow Score Guide	0 Points Scored- Cost Response Did Not Follow Score Guide
TOTAL COMBINED SCORES: <u>#3000</u>	2,290	2,350
Company Name	Jaime F. Rubin, LLC	Coppeler Law Firm, P.C.
V.B.13 TOTAL POSSIBLE AWARDED POINTS: <u>#3000</u>	2,290	2,350
VETERAN PREFERENCE: <u>10 %</u> RESIDENT PREFERENCE: <u>8%</u> NATIVE AMERICAN <u>8%</u>	N/A	N/A
PREFERENCE SCORE TOTAL: NOTE: CPO WILL COMPILE	N/A	N/A

FINAL SCORES COMPILED BY: Jocelyn Holguin, Finance Director/CPO SIGNED: 
DATE: 6/19/2025 TIME: 9:30 AM LOCATION: City of T or C-FINANCE OFFICE

* I understand processing this RFP packet I will review all the scores to the best of my ability and with fair objectivity. I will not discuss the RFP process with either company or other persons.

Signature: 

Date: 6/19/2025

June 11, 2025

Dear Evaluation Committee,

Attached are the score sheets and packets for each of you to review, evaluate and score. The packets will be due back on the date we agreed on during this meeting. The scores provided will be combined and include the preferences and cost response for the final. Should you require any clarifications, please reach out to me directly. Thank you.

IV. SPECIFICATIONS

A. INFORMATION

1. Background

This RFP is to secure Annual Legal Services. All potential Offerors are to read, understand and accept the requirements of this Request for Proposal. Failure to comply with the instructions, terms and conditions, and specifications of this Request for Proposal may result in your proposal being classified as non-responsive. This Request for Proposal will result in a single source award. New Mexico criminal law prohibits bribes, gratuities and kickbacks.
(13-1-191 SA 1978)

B. MANDATORY REQUIREMENTS

Pass/Fail

1. Conflict of Interest (0* Points – Pass/Fail Only)

APPENDIX C

City of Truth or Consequences Conflict of Interest-Debarment/Suspension Certification Form

2. Campaign Contribution Disclosure Form (0* Points-Pass/Fail Only)

APPENDIX D

Offeror must complete and sign the Campaign Contribution Disclosure Form

3. Letter of Transmittal Form (0* Points – Pass/Fail Only)

EXHIBIT A

Offeror must complete and submit the "Letter of Transmittal Form"

4. Resident Veterans Preference Certification (0* Points – Pass/Fail Only)

APPENDIX E-

Offeror must complete and submit Resident Veterans Preference

5. Insurance (0* Points – Pass/Fail Only)

Offeror must submit a certificate of insurance.

6. License (0* Points – Pass/Fail Only)

Offeror must submit a valid business license with their submittals

Mandatory Requirements Points

7. Capability and Agreement to Preform (200 Points)

Offeror certifies that they are capable and qualified to provide the products or services.

8. Requirements of Offeror Submitting Proposals (200 Points)

Offeror must at a minimum hold a Juris Doctor Degree or Doctor of Jurisprudence from an American Bar Association recognized Law School and must be a member in good standing with the New Mexico Bar Association. Supporting documentations required.

9. Offeror (Offeror Team) Qualifications and Experience (200 Points)

Offer must describe, in narrative form, their qualifications to accomplish the activities cited within this Section IV.B as well as relevant experience and past record of successful performance. Legal services for City Government, Municipalities and Colonia's.

10. References (100 Points)

Offeror must provide references of at least three (3) public entity.

11. Resume (s) (100 Points)

Offeror must provide a resume (s) provided based on the background and knowledge of each attorney who will be directly associated with the City.

12. Cost Response Form (200 Points)

EXHIBIT C- Cost to be tabulated and formatted into final score sheet.

13. TOTAL POSSIBLE SCORED POINTS: 1000

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual offeror proposals.

REF.	MANDITORY REQUIREMENTS	POINTS AVAIL.
	PASS/FAIL ONLY	
V.B.1	Conflict of Interest- Appendix C	0*
V.B.2	Campaign Contribution Disclosure Form- Appendix D	0*
V.B.3	Letter of Transmittal Form- Exhibit A	0*
V.B.4	Resident Veterans Preference Certification- Appendix E	0*
V.B.5	Insurance	
V.B.6	License	0*
	POINTS	
V.B.7	Capability and Agreement to Perform	200
V.B.8	Requirements of Offeror Submitting Proposal	200
V.B.9	Offeror (Offeror Team) Qualifications and Experience	200
V.B.10	References	100
V.B.11	Resume	100
V.B.12	Cost Response Form- Exhibit C	200
V.B.13	Total Possible Awarded Points	1,000
TOTAL		

*Pass/Fail only.

B. EVALUATION FACTORS

Points will be awarded based on the evaluation factors found in V.B.7 through V.B.12, as indicated.

C. MANDITORY REQUIREMENTS

PASS/FAIL

1. Conflict of Interest (0* Points)

Pass/Fail only.

APPENDIX C

City of Truth or Consequences Conflict of Interest-Debarment/Suspension Certification Form

2. Campaign Contribution Disclosure Form (0* Points)

Pass/Fail only.

APPENDIX D

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the City of Truth or Consequences are BCC Mayor Rolf Hechler; BCC Mayor Pro-Tem Amanda Forrister; Commissioner Destiny Mitchell).

3. Letter of Transmittal Form (0* Points)

Pass/Fail only.

EXHIBIT A

Offeror must complete and submit the "Letter of Transmittal Form", found in EXHIBIT A, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

4. Resident Veterans Preference Certification (0* Points)

Pass/Fail only.

APPENDIX E

Offeror must provide a copy signed copy of the "Resident Veterans Preference Certification", found in APPENDIX B, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

5. Insurance (0* Points)

Pass/Fail only.

Offeror must provide a copy of a valid certificate of liability insurance with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

6. License (0* Points)

Pass/Fail only.

Offeror must provide a copy of a valid license with their proposal. The license shall indicate firm is licensed and is able to provide professional legal services in the State of New Mexico. The license must be signed and dated by an individual authorized to contractually bind the firm. Including the State of New Mexico Seal.

Points

7. Capability and Agreement to Perform (200 Points)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the sample contract at Exhibit D statement of concurrence is required.

8. Requirements of Offeror Submitting Proposals (200 Points)

Offeror must at a minimum hold a Juris Doctor Degree or Doctor of Jurisprudence from an American Bar Association recognized Law School and must be a member in good standing with the New Mexico Bar Association.

9. Offeror (Offeror Team) Qualifications and Experience (200 Points)

Points will be awarded base on the depth and breadth of experience of the Offeror. The Evaluation Committee will pay particular attention to the similarity between described experience and the work to be performed under this RFP as well as the complexity and difficulty of work described in the offeror's response. Offeror responses will also be compared to submittals from other offerors under this RFP.

10. References (100 Points)

Points will be awarded based on the similarity of the business dealings indicated to the requirements of this RFP as well as the reference's satisfaction in their dealings with the offeror and the provided products or services. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other offerors under this RFP.

11. Resume (100 Points)

Points will be awarded based on the resume (s) provided based on the background and knowledge of each person (s) who will be conducting professional services directly with the City. Each resume is to indicate their knowledge and background regarding governmental laws, litigations and terminations (if applicable).

12. Cost (200 Points)

Points will be awarded based on the total cost proposed on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Total Proposed Cost}}{\text{This Offeror's Total Proposed Cost}} \times 200$$

Note: The Chief Procurement Officer will tabulate the points according the formula and include them in the final score sheet in accordance with the final scores weighted by evaluating committee with section V.B.6- V.B.10.

13. Total Possible Points- Score Based on Combined Totals of selected Committee Evaluations and Scoring.

D. EVALUATION PROCESS

1. Initial Review

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Chief Procurement Officer may contact the offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

4. Veteran Preference; Resident Business/Contractor Preference/ Local

13-1-21 NMSA 1978 provides for certain preferences under certain conditions. If applicable, the preference will be provided to those offerors that have provided the requisite supporting material with their proposal, as required by 13-1-21 NMSA 1978. As amended Application of Preferences. Appendix E

5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the City, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Chief Procurement Officer, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

6. Cost Response Scoring

Responsive proposals will be evaluated and tabulated by the Chief Procurement Officer and added to the final tabulated score sheet in occurrence with committee evaluating scores of the above pointed criteria and formula.

7. Basis of Award

In accordance with combined committee evaluations and scoring based on the pointed criteria and cost formula, the Chief Procurement Officer, will issue a final determination based on the committee member's unanimous agreement for the selected firm, to represent the City of T or C for Legal Services. Once the decision has been solidified the awarded contract agreement will be presented to the City Commission for approval.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.6

SUBJECT: Approval of Purchase Requisitions over \$60,000

DEPARTMENT: Finance

DATE SUBMITTED: June 19, 2025

SUBMITTED BY: Jocelyn Holguin, Finance Director

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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:

Approval Recommended by Finance Director

Attachments:

- Letter from Finance Director
- List of ongoing services exceeding \$60,000 for Commission Approvals

Fiscal Impact (Finance): Yes

*Annual Fiscal Year On Going Services with prior fiscal year approvals. General formality per City Policy.

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: Finance Department

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 06/25/2025

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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

Destiny Mitchell
Commissioner

Ingo Hoeppe
Commissioner

Gary Whitehead
City Manager

June 19, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: \$60,000 & OVER ON-GOING SERVICES FY 25/26 OPEN PO LIST

The City Finance Department, along with guidance from Gary Whitehead, Manager, have compiled a list of continued services for the new fiscal year exceeding the \$60,000 dollar threshold and require City Commission approval.

The list provided is services the City requires for day-to-day functions such as phone and internet. They are a combination of all the departments, and the combined cost exceeds the \$60,000 dollar threshold. Included are a list of the loan payments, SVH Ordnance and the Airport contract. These approvals will allow Accounts Payable to request the Open Purchase Order Drawdowns for payments.

This is part (1) of several requests for the new fiscal year. We are pending the insurance cost and the possibility of other items from the departments as the new fiscal year commences.

Please, review the attached documents and approve the requested procurement. Thank you.

Regards,


Jocelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO # _____

OPEN PURCHASE REQUISITION APPROVAL

2025-26 Fiscal Year

COMMISSION MEETING 06/25/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	Verizon-All Departments	Cellular/Desk Top Services	Silke Kapela	Accounts Payable	\$ 78,377.00	General Services Administrations
B.	TDS-All Departments	Internet Services	Silke Kapela	Accounts Payable	\$ 78,728.00	Service Contract-On Going
C.	Tyler Technologies- All Departments	Financial System Services	Silke Kapela	Accounts Payable	\$ 84,589.00	Service Contract-On Going
D.	New Mexico Finance Authority	City Loan Payments	Kerin Salcedo	Accounting Specialist	\$ 869,556.00	Loan Repayments
E.	Sierr Vista Hostial	Hospital GRT	Kerin Salcedo	Accounting Specialist	\$ 869,556.00	Per Ordnance Loan
F.	Capital One	Transfer Station Loan	Kerin Salcedo	Accounting Specialist	\$ 114,345.00	Repayments
G.	Airport Contract	Chad Rosacker	Kerin Salcedo	Accounting Specialist	\$ 245,000.00	Contract Services
NOTE: ON-GOING SERVICES WITH PRIOR COMMISSION APPROVALS						
COMBINED TOTAL					\$ 2,340,151.00	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Major

Date



FILE COPY

TYLER TECHNOLOGIES ANNUAL FEES FY25/26

Sequence	Commodity Code	Item Description	Vendor	Billed Amount	Due Date	Account	Account Name
1	Amount	FINANCE DEPT ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 40,827.88	07/01/2025	101-1004-43815	SOFTWARE LIC/SOFTWARE UPDATE
2	Amount	POLICE DEPT ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 1,766.16	07/01/2025	101-1007-43815	SOFTWARE
3	Amount	ELECTRIC DEPT ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 13,282.55	07/01/2025	503-3702-43815	SOFTWARE LIC/SOFTWARE UPDATE
4	Amount	WATER DEPT ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 8,200.37	07/01/2025	504-3803-43815	SOFTWARE LIC/SOFTWARE UPDATE
5	Amount	SANITATION DEPT ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 5,659.29	07/01/2025	505-3904-43815	SOFTWARE LIC/SOFTWARE UPDATE
6	Amount	WASTE WATER DEPT ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 5,659.29	07/01/2025	506-4005-43815	SOFTWARE LIC/SOFTWARE UPDATE
7	Amount	UTILITY OFFICE ANNUAL FEES FY25/26	TYLER TECHNOLOGIES INC	\$ 9,192.58	07/01/2025	502-3601-43815	SOFTWARE LIC/SOFTWARE UPDATE
				\$ 84,588.12			

VERIZON ESTIMATED ANNUAL FY 25/26

Sequence	Description	Amount	Remaining Total	11 Month Invoiced Amount	Est Annual FY25	Est Annual FY26
1	CITY CLERK OPEN PO FY24/25	\$ 3,550.00	\$ 573.05	\$ 2,976.95	\$ 3,247.58	\$ 3,474.91
2	CITY MANAGER OPEN PO FY24/25	\$ 3,200.00	\$ 396.33	\$ 2,803.67	\$ 3,058.55	\$ 3,272.65
3	FINANCE OPEN PO FY24/25	\$ 3,200.00	\$ 422.06	\$ 2,777.94	\$ 3,030.48	\$ 3,242.61
4	ANIMAL SHELTER OPEN PO FY24/25	\$ 1,400.00	\$ 182.86	\$ 1,217.14	\$ 1,327.79	\$ 1,420.73
5	POLICE DEPT OPEN PO FY24/25	\$ 27,350.00	\$ 6,096.48	\$ 21,253.52	\$ 23,185.66	\$ 24,808.65
6	ANIMAL CONTROL OPEN PO FY24/25	\$ 3,000.00	\$ 205.71	\$ 2,794.29	\$ 3,048.32	\$ 3,261.70
7	PARKS DEPT OPEN PO FY24/25	\$ 1,850.00	\$ 294.61	\$ 1,555.39	\$ 1,696.79	\$ 1,815.56
8	COMMUNITY DEVELOPEMENT OPEN PO FY24/25	\$ 1,000.00	\$ 338.22	\$ 661.78	\$ 721.94	\$ 772.48
9	STREETS DEPT OPEN PO FY24/25	\$ 2,000.00	\$ 273.98	\$ 1,726.02	\$ 1,882.93	\$ 2,014.74
10	FLEET DEPT OPEN PO FY24/25	\$ 1,980.00	\$ 310.34	\$ 1,669.66	\$ 1,821.45	\$ 1,948.95
11	FACILITIES DEPT OPEN PO FY24/25	\$ 1,650.00	\$ 346.10	\$ 1,303.90	\$ 1,422.44	\$ 1,522.01
12	FIRE DEPT OPEN PO FY24/25	\$ 6,150.00	\$ 538.56	\$ 5,611.44	\$ 6,121.57	\$ 6,550.08
13	LIBRARY OPEN PO FY24/25	\$ 2,060.00	\$ 198.10	\$ 1,861.90	\$ 2,031.16	\$ 2,173.35
14	POOL OPEN PO FY24/25	\$ 1,400.00	\$ 252.02	\$ 1,147.98	\$ 1,252.34	\$ 1,340.01
15	UTILITY BILLING OPEN PO FY24/25	\$ 2,450.00	\$ 324.91	\$ 2,125.09	\$ 2,318.28	\$ 2,480.56
16	ELECTRIC DEPT OPEN PO FY24/25	\$ 2,995.00	\$ 257.25	\$ 2,737.75	\$ 2,986.64	\$ 3,195.70
17	WATER DEPT OPEN PO FY24/25	\$ 3,500.00	\$ 310.92	\$ 3,189.08	\$ 3,479.00	\$ 3,722.53
18	SANITATION OPEN PO FY24/25	\$ 2,200.00	\$ 415.23	\$ 1,784.77	\$ 1,947.02	\$ 2,083.31
19	WASTE WATER DEPT OPEN PO FY24/25	\$ 5,150.00	\$ 662.91	\$ 4,487.09	\$ 4,895.01	\$ 5,237.66
20	GOLF COURSE OPEN PO FY24/25	\$ 1,050.00	\$ 213.65	\$ 836.35	\$ 912.38	\$ 976.25
21	AIRPORT OPEN PO FY24/25	\$ 1,600.00	\$ 232.85	\$ 1,367.15	\$ 1,491.44	\$ 1,595.84
NEW 22	PUBLIC INFO OFFICER OPEN PO FY24/25	\$ 250.00	\$ 135.83	\$ 114.17	\$ 230.00	\$ 1,465.94
		\$78,985.00	\$12,981.97	\$66,003.03	\$ 72,108.76	\$ 78,376.21

TDS ESTIMATED ANNUAL FY 25/26

Sequence	Description	Amount	Remaining Total	11 Month Invoiced Amount	Est Annual FY25	Estimated Annual FY26
1	GENERAL OPEN PO FY24/25	\$ 50,400.00	\$ 6,869.23	\$ 43,530.77	\$ 47,488.11	\$ 50,812.28
2	ELECTRIC DEPT OPEN PO FY24/25	\$ 5,485.00	\$ 701.98	\$ 4,783.02	\$ 5,217.84	\$ 5,583.09
3	WATER DEPT OPEN PO FY24/25	\$ 5,485.00	\$ 701.98	\$ 4,783.02	\$ 5,217.84	\$ 5,583.09
4	SANITATION OPEN PO FY24/25	\$ 5,485.00	\$ 701.98	\$ 4,783.02	\$ 5,217.84	\$ 5,583.09
5	WASTE WATER OPEN PO FY24/25	\$ 5,485.00	\$ 701.98	\$ 4,783.02	\$ 5,217.84	\$ 5,583.09
6	GOLF COURSE OPEN PO FY24/25	\$ 5,485.00	\$ 701.98	\$ 4,783.02	\$ 5,217.84	\$ 5,583.09
		\$77,825.00	\$10,379.13	\$67,445.87	\$ 73,577.31	\$ 78,727.72



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.7

SUBJECT: Discussion/Action: FY 25/26 Allocation for Geronimo Trail Scenic Byway Subrecipient Application

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 19, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres & City Manager Whitehead

Summary/Background:

Non-profit organizations submit applications requesting funding from the City's General Fund and the City's portion of Lodger's Tax. The application was presented and reviewed at the 4/3/25 City Commission budgetary meeting. The request is for \$31,000 to the Contractor for a one (1) year period commencing on July 1, 2025, and continuing through June 30, 2026. \$30,500 shall be used for operational purposes through the (40% city facility fund) and \$500 shall be used for marketing purposes through the (60% marketing fund).

Recommendation:

Consideration of allocation of funds for FY 25/26.

Attachments:

- Agreement
- Recipient Application

-

Fiscal Impact (Finance): Yes

\$31,000.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-25-25

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City", and **Geronimo Trail Scenic Byway** herein referred to as "Contractor".

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$31,000 to the Contractor for a one (1) year period commencing on July 1, 2025, and continuing through June 30, 2026. \$30,500 shall be used for operational purposes through the (40% city facility fund) and \$500 shall be used for marketing purposes through the (60% marketing fund).
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Clerk's Office in October 2025, January 2026, April 2026 and June 6,

2026. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated. **Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report.** Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given. Reports can be submitted by email to torcclerks@torcnm.org or kmartinez@torcnm.org.

- C. Submit a written invoice in the amount of \$500 on a monthly basis to the City Clerk's Office for disbursement of funds. Invoices are due by the 15th of the following month. The 12th month invoice shall be in the amount of \$466.67 and must be submitted by June 6, 2026. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular month. The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above. Invoices can be submitted by email to torcclerks@torcnm.org or kmartinez@torcnm.org.
- D. Organization's previous year's audit report or internal/informal financial statement is required no later than June 30, 2026.
- E. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____

Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Gary Whitehead, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Jocelyn Holguin, Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Email: torcclerk@torcnm.org



SUBRECIPIENT GRANT APPLICATION

FY: 2025/2026

DUE DATE: 03/28/2025 @ 12:00pm

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above.

(Attach a separate sheet to this form if you need additional space for your answers.)

GENERAL INFORMATION

- Name of Organization: Geronimo Trail Scenic Byway
- Is the organization registered as a non-profit? Yes ☒ No ☐
- Non-Profit Corporation Commission Authority Number: 2004349
- Employer Identification Number (EIN#): 85-0460964
- Contact Person: Gina Kelley Phone No. 575-740-3902
- Mailing Address: PO Box 1072 Truth or Consequences, NM 87901
- Physical Address: 523 N. Broadway Suite B Truth or Consequences, NM 87901

E-Mail: director@geronimotrail.com

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2025/2026 \$5,600.00
- Detailed accounting of how proposed funding is to be spent in FY 2025/2026:
Funds will be spent on the operation of the Visitor Center. This includes telephone & internet, insurance, postage, shipping, printing (non-advertising materials), office, visitor center & cleaning supplies. Our staff consists entirely of volunteers.
- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2025/2026.
We provide both in-person visitors and potential visitors with information on lodging, shopping,

dining, hot springs soaks, and things to do in Truth or Consequences and Sierra County. This encourages them to spend their money in our community, extend their stay with us and/or return for repeat visits. The longer or more frequently visitors stay in our community, the more GRT & lodgers' tax is collected. By directing our visitors to our local merchants, we are helping to build their businesses and enable them to provide jobs in our community.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

City funding is used for operating expenses of the Visitor Center; this is augmented by donations by our visitors, our local residents & businesses and the sale of souvenir items. As we are unable to predict our annual donations, City subrecipient grant funding keeps the doors open, thereby benefitting our community.

City subrecipient grant funding is not used for the promotion of tourism in T or C.

We apply for lodgers tax funding in both T or C & Sierra County for these expenses.

- Do you have plans for conducting an independent financial audit of your organization in the coming year? Yes ☐ No ☒ If yes, who will be the independent public accountant?

HISTORICAL INFORMATION

- Amount of current (2024/2025) year's funding: ***\$5,600.00***
- Detailed account of how the current year's funds have been spent: ***(estimated through EOY)***

Telephone/Internet: \$2600

Insurance: \$830

Visitor Center Supplies: \$1300

Office Supplies: \$400

Postage & Shipping: \$500

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

City funding is for operational expenses. This enables us to use income from donations and the proceeds from the sale of souvenir items to expend funds on non-operational expenses such as marketing expenses (that are later reimbursed by Sierra County & T or C lodger's tax) and on purchasing inventory for resale.

Note that YTD FY25 we have had \$744 in donations & \$1253 in sales. City of T or C subrecipient grant funding is crucial to keeping the doors of the Visitor Center open.

- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2024/2025):

By the end of this fiscal year, we will have had an estimated 5000 interactions with both in person and potential visitors via walk-ins, phone calls and email requests for information.

We provide information on our local businesses: lodging, restaurants, retail stores, museums and our attraction; revenue generated in these businesses circulates throughout the community & creates jobs. Additionally, this fiscal year to date the Visitor Center has shipped out 11,500 brochures to visitor centers throughout New Mexico & to El Paso. These brochures promote our local attractions, events and tourism-related businesses.

Further, the significant tax revenues generated by visitor spending goes into City coffers - both into the general fund and into lodgers tax. These tax revenues benefit all of T or C's residents and businesses.

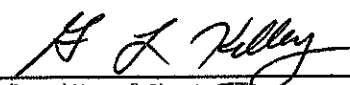
- Has there been an independent financial audit of the organization this year or in prior years?

Yes ☐

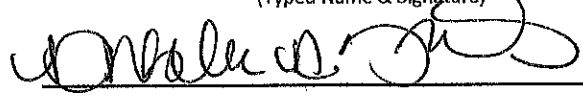
No ☒

If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

Submitted By: Gina Kelley


(Typed Name & Signature)

Date: 3/17/2025

Received By: 

Date: 3/20/25

3:18 PM

03/17/25

Accrual Basis

Geronimo Trail Scenic Byway Inc

Profit & Loss

July 2023 through June 2024

Full FY 24
Fiscal year

	Jul '23 - Jun 24
Income	
Donations	
Donations Visitor Center	880.79
Total Donations	880.79
Income	
GRT collected	135.22
Sales	1,626.83
T or C Subrecipient Grant	5,600.00
Total Income	7,362.05
Lodgers Tax Reimbursements	
T or C lodgers tax	407.49
Total Lodgers Tax Reimbursements	407.49
Total Income	8,650.33
Cost of Goods Sold	
Cost of Goods Sold	985.27
Total COGS	985.27
Gross Profit	7,665.06
Expense	
Advertising	
Advertising- T or C Lodgers Tax	
Website Maintenance & Hosting	583.43
Advertising- T or C Lodgers Tax - Other	407.49
Total Advertising- T or C Lodgers Tax	990.92
Advertising GTSB	
Website hosting & maintenance	140.37
Total Advertising GTSB	140.37
Total Advertising	1,131.29
Bank Service Charge	21.52
Conference Registration	109.00
Credit Card Merchant Fees	6.60
Dues/fees	
Licenses	35.00
Membership Fees	258.00
Total Dues/fees	293.00
Filing Fees	73.90
Gross Receipts Tax	155.87
Insurance	754.00
Membership Fees	65.00
Office Expenses	174.18
Postage	
Postage - office	26.80
Postage visitors center	14.49
Total Postage	41.29
Shipping	-14.78
Supplies	
Office Supplies	219.89
Visitor Center Supplies	1,952.43
Total Supplies	2,172.32

Geronimo Trail Scenic Byway Inc

Profit & Loss

July 2023 through June 2024

	Jul '23 - Jun 24
Telephone& Internet	1,981.81
Travel	8.00
Total Expense	6,973.00
Net Income	692.06

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 13 2000

GERONIMO TRAIL SCENIC BYWAY
211 MAIN STREET
TRUTH OR CONSEQUENCE, NM 87901

Employer Identification Number:
85-0460964
DIN:
310080423
Contact Person:
R. DEZON ID# 95004
Contact Telephone Number:
(877) 829-5500
Internal Revenue Code
Section 501(c)(4)
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5

Letter 948 (DO/CG)

GERONIMO TRAIL SCENIC BYWAY

percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Donors may not deduct contributions to you because you are not an organization described in section 170(c) of the Code. Under section 6113, any fundraising solicitation you make must include an express statement (in a conspicuous and easily recognizable format) that contributions or gifts to you are not deductible as charitable contributions for Federal income tax purposes. This provision does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless failure is due to reasonable cause.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

My Business Records

Search My Records



Form Information

GERONIMO TRAIL SCENIC BYWAY
Domestic Nonprofit Corporation

>

Business ID	Status	Standing	Next Report Due	Actions
2004349	Active	Good	5/15/2026 12:00 AM	



File
Amendment



Request
Certificate

Business Name	GERONIMO TRAIL SCENIC BYWAY
Status	Active
Initial Filing Date	05/12/1999
Entity Type	Domestic Nonprofit Corporation
Entity Sub-Type	Domestic Nonprofit
Formed In	New Mexico
Record #	2004349
AR Due Date	05/15/2026
Agent	Gina L Kelley 740 W 4TH AVE, 740 W 4TH AVE, Truth or Consequences, NM 87901
Directors	JESSICA MURPHY: Director JAMES APODACA: Director CHRIS ADAMS: Director Janine Sjostrom: Director
Officers	JIM BRANNON: Vice President KIM SKINNER: President GINA KELLEY: Executive Director LINDA TURNER: Treasurer JOEY PERRY: Secretary
Alternate Business Names	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.8

SUBJECT: Discussion/Action: FY 25/26 Allocation for Sierra County Historical Society (Geronimo Springs Museum) Subrecipient Application

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 19, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres and City Manager Whitehead

Summary/Background:

Non-profit organizations submit applications requesting funding from the City's General Fund and the City's portion of Lodger's Tax. The application was presented and reviewed at the 4/3/25 City Commission budgetary meeting. The request is for the sum of \$6,500 to the Contractor for a one (1) year period commencing on July 1, 2025, and continuing through June 30, 2026. \$4,500 shall be used for operational purposes through the (40% city facility fund) and \$2,000 shall be used for marketing purposes through the (60% marketing fund).

Recommendation:

Consideration of allocation of funds for FY 25/26.

Attachments:

- Agreement
- Recipient Application

-

Fiscal Impact (Finance): Yes

\$6,500.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-25-25

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City", and **Sierra County Historical Society (Geronimo Springs Museum)** herein referred to as "Contractor".

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$6,500 to the Contractor for a one (1) year period commencing on July 1, 2025, and continuing through June 30, 2026. \$4,500 shall be used for operational purposes through the (40% city facility fund) and \$2,000 shall be used for marketing purposes through the (60% marketing fund).
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.

- B. Submit a written quarterly report to the City Commission via the City Clerk's Office in October 2025, January 2026, April 2026 and June 6, 2026. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated. **Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report.** Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given. Reports can be submitted by email to torcclerks@torcnm.org or kmartinez@torcnm.org.
- C. Submit a written invoice in the amount of \$1,625 on a quarterly basis to the City Clerk's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2026.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above. Invoices can be submitted by email to torcclerks@torcnm.org or kmartinez@torcnm.org.
- D. Organization's previous year's audit report or internal/informal financial statement is required no later than June 30, 2026.
- E. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.
1. Alternate's Name _____
Print Name
2. Alternate's Phone No. _____
3. Alternate's E-mail _____
3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination

neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Gary Whitehead, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Jocelyn Holguin, Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Date: _____

Print Name of Alternate Representative



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Fax: (575) 894-0363



SUBRECIPIENT GRANT APPLICATION

FY: 2025/2026

DUE DATE: **03/28/2025 @ 12:00pm**

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above.

(Attach a separate sheet to this form if you need additional space for your answers.)

GENERAL INFORMATION

- Name of Organization: Sierra County Historical Society
- Is the organization registered as a non-profit? Yes ☒ No ☐
- Non-Profit Corporation Commission Authority Number: 689869
- Employer Identification Number (EIN#): 85-0220497
- Contact Person: Merry Jo Fahl Phone No. 575-740-7723
- Mailing Address: 211 Main Street, T or C NM 87901
- Physical Address: 211 Main Street, T or C NM 87901

E-Mail: my2marinesmom@gmail.com

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2025/2026: \$6,500.00
- Detailed accounting of how proposed funding is to be spent in FY 2025/2026:
The Sierra County Historical Society administers the facility known as the Geronimo Springs
Museum. This Museum sees visitation numbers in excess of 5000 per year. We have limited
operations/ funding available and this request would be used to pay the city utilities expenses
With the increases in costs, our estimates are city utilities for the museum will exceed \$7,400
- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2025/2026.
Sierra County has a rich history that attracts visitors from all over the nation. The Geronimo

Springs Museum (GSM) provides many aspects of that history, including a world-renowned
Native American pottery collection, along with showcasing all of the history of changing
our name from Hot Springs to Truth or Consequences and a tribute to Ralph Edwards. The
funds to help with utility costs will allow the GSM to retain staff to keep the facility open.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

The GSM generates funds from gift shop sales and admission fees. Those funds help to pay for
maintenance on our building, making improvements and for staffing needs. With our
limited resources, assistance with utility costs will help augment our ability to provide
services to the community and visitors Our balance sheet does show some funds with
Edward Jones but our organizational charter states those can only be used for construction.

- Do you have plans for conducting an **independent** financial audit of your organization in the coming year? Yes ☐ No ☒ If yes, who will be the independent public accountant?

We currently do not have sufficient operational funds to secure an audit

HISTORICAL INFORMATION

- Amount of current (2024/2025) year's funding: \$5,000.00
- Detailed account of how the current year's funds have been spent:

Spent on reimbursement for city utility and natural gas costs

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

N/A

-
-
- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2024/2025):

The funding allocated to the SCHS this current fiscal year has allowed us to continue funding other operational costs such as building insurance, museum inventory and for staffing

- Has there been an **independent** financial audit of the organization this year or in prior years?

Yes ☐

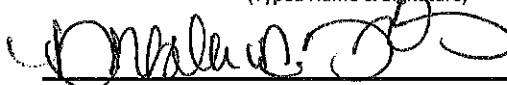
No ☒

If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

Submitted By: Merry Jo Fahl

(Typed Name & Signature)

Date: 3/23/2025

Received By: 

Date: 3/24/25

4:03 PM

03/21/25

Accrual Basis

Sierra Co. Historical Society
Balance Sheet
As of December 31, 2024

	<u>Dec 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
Citizens- Checking	12,404.17
Citizens- Foundation Funds	6,997.96
Edward Jones - Acct #264-04405-	76,373.71
Total Checking/Savings	<u>95,775.83</u>
Total Current Assets	<u>95,775.83</u>
TOTAL ASSETS	<u>95,775.83</u>
LIABILITIES & EQUITY	<u>0.00</u>

4:03 PM

03/21/25

Accrual Basis

Sierra Co. Historical Society
Balance Sheet
As of March 21, 2025

	Mar 21, 25
ASSETS	
Current Assets	
Checking/Savings	
Citizens- Checking	10,327.04
Citizens- Foundation Funds	6,997.95
Edward Jones - Acct #264-04405-	76,373.71
Total Checking/Savings	93,698.70
Total Current Assets	93,698.70
TOTAL ASSETS	93,698.70
LIABILITIES & EQUITY	0.00

4:04 PM

03/21/25

Accrual Basis

Sierra Co. Historical Society

Profit & Loss

January through December 2024

	Jan - Dec 24
Ordinary Income/Expense	
Income	
Ann/Deb Gift shop fund	350.00
Consignment Sales	18,032.59
Craft Fair	1,493.00
General Income	
Bullocks Receipts program	510.34
calendar ad sales	2,990.00
calendar sales	2,750.00
General Donations	1,695.09
Gift Shop Sales	
Book sales	2,857.44
Inventory	5,112.80
Total Gift Shop Sales	7,970.24
Museum Admission Fees	18,434.79
Room Rental	385.00
Total General Income	34,735.46
gift certificate sales	25.00
Indirect Public Support	
City of T or C	3,995.52
Total Indirect Public Support	3,995.52
Investments	
Dividend Income	2,514.75
Interest-Savings, Short-term CD	470.16
Total Investments	2,984.91
Membership Dues	5,330.00
Other Types of Income	
Eddington artifact rent	1,500.00
Eddington site use Inc	24,350.00
Elephant Butte Days	705.00
Membership/Annual Banquet	
Annual banquet ticket sales	2,080.00
Silent Auction	1,233.00
Total Membership/Annual Banquet	3,313.00
sale of property	12,852.71
Total Other Types of Income	42,720.71
sale of lots	12,000.00
Sales of Curry Desk	1,000.00
Transfer from other bank	2,819.40
Total Income	125,486.59
Cost of Goods Sold	
Ann & Debbie Fund	
Ann and Debbie Consignment Fund	290.00
Total Ann & Debbie Fund	290.00
Cost of Goods Sold	
Books for Resale	224.00
Consignment Items for Sale	
Anika Welty	98.00
Barbara Morrow	609.80
Brenda Nelson	14.70
Candy Holmes	40.53
Candy Michalski	12.60
Carla Urban	52.16
Carol Baker	112.00

Department of the Treasury

District Director

Internal Revenue Service

Date:

May 17, 1971

In reply refer to:

A:FA:EO:OSS

AUS:EO:71-754

Sierra County Historical Society
325 Main Street
Truth or Consequences, New Mexico 87901



ID# 01-780768-00-9

Form 990 Required: ☒ Yes ☐ No

Accounting Period: December 31

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your exemption application, we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any change in your name and address.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization described in section 170(b)(1)(A)(vi).

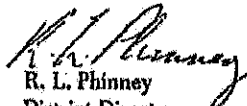
If filing is required, you must file an annual information return, Form 990, by the fifteenth day of the fifth month after the end of your annual accounting period.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities is unrelated trade or business as defined in section 513 of the Code.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for Federal Unemployment Taxes. You are liable for social security taxes only if you have filed waiver of exemption certificates as provided in the Federal Insurance Contributions Act.

Sincerely yours,


R. L. Phinney
District Director


[Login](#)
[Home](#)
[Search](#)
[Forms](#)

SIERRA COUNTY HISTORICAL SOCIETY

Business Search

As of 3/23/2025 we have processed all business filings received in our office through 3/20/2025.

To file an amendment on a Business Record, search for the business, and choose File Amendment from the slide out drawer.

You must be logged in to file amendments. Please click on the Log In button in the top right and log in. If you do not have an account, please create one. The credentials from the previous system did not transfer to this system.

Business Search Info:

Advanced

Results: 1

Name

Business ID

SIERRA
COUNTY
HISTORICAL
SOCIETY



689869



File
Amendment



File Annual
Report



Request
Certificate

Business Name	SIERRA COUNTY HISTORICAL SOCIETY
Status	Active
Initial Filing Date	03/02/1971
Entity Type	Domestic Nonprofit Corporation
Entity Sub-Type	Domestic Nonprofit
Formed In	New Mexico
Record #	689869
AR Due Date	05/15/2025
Agent	Merry Jo Fahl 1310 E 8th Ave, 1310 E 8th Ave, Truth or Consequences, NM 87901
Officers	Serjio Cardona: Vice President Merry Jo Fahl: Treasurer JEFF DORNBUSCH: President
Directors	Serjio Cardona: Director Mary Wagner: Director IVAN PADILLA: Director JEFF DORNBUSCH: Director CHRIS ADAMS: Director BRUCE STOUT: Director
Alternate Business Names	



View History



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.9

SUBJECT: Discussion/Action: FY 25/26 Allocation for MainStreet Truth or Consequences Subrecipient Application

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 19, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres and City Manager Whitehead

Summary/Background:

Non-profit organizations submit applications requesting funding from the City's General Fund and the City's portion of Lodger's Tax. The application was presented and reviewed at the 4/3/25 City Commission budgetary meeting. The request is for the sum of \$85,000 to the Contractor for a one (1) year period commencing on July 1, 2025, and continuing through June 30, 2026. \$45,000 shall be used for operational purposes through the (40% city facility fund). \$20,000 shall be used for Fiesta marketing purposes through the (60% marketing fund) and \$5,000 shall be used for the Fiesta Coordinator through the (60% marketing fund) and \$15,000 shall be used for MainStreet marketing purposes through the (60% marketing fund).

Recommendation:

Consideration of allocation of funds for FY 25/26.

Attachments:

- Agreements
- Recipient Application
-

Fiscal Impact (Finance): Yes

\$85,000.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-25-25

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City", and **MainStreet Truth or Consequences** herein referred to as "Contractor".

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$85,000 to the Contractor for a one (1) year period commencing on July 1, 2025, and continuing through June 30, 2026. \$45,000 shall be used for operational purposes through the (40% city facility fund). \$20,000 shall be used for Fiesta marketing purposes through the (60% marketing fund) and \$5,000 shall be used for the Fiesta Coordinator through the (60% marketing fund) and \$15,000 shall be used for MainStreet marketing purposes through the (60% marketing fund).
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.

- B. Submit a written quarterly report to the City Commission via the City Clerk's Office in October 2025, January 2026, April 2026 and June 6, 2026. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated. **Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report.** Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given. Reports can be submitted by email to torcclerks@torcnm.org or kmartinez@torcnm.org.
- C. Submit a written invoice in the amount of \$12,500 on a quarterly basis to the City Clerk's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2026.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above. Invoices can be submitted by email to torcclerks@torcnm.org or kmartinez@torcnm.org.
- D. Organization's previous year's audit report or internal/informal financial statement is required no later than June 30, 2026.
- E. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.
1. Alternate's Name _____
Print Name
2. Alternate's Phone No. _____
3. Alternate's E-mail _____
3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination

neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Gary Whitehead, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Jocelyn Holguin, Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Date: _____

Print Name of Alternate Representative



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Email: torcclerk@torcnm.org



SUBRECIPIENT GRANT APPLICATION

FY: 2025/2026

DUE DATE: 03/28/2025 @ 12:00pm

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above.

(Attach a separate sheet to this form if you need additional space for your answers.)

GENERAL INFORMATION

- Name of Organization: MainStreet Truth or Consequences
- Is the organization registered as a non-profit? Yes ☒ No ☐
- Non-Profit Corporation Commission Authority Number: 4328085
- Employer Identification Number (EIN#): 27-2594746
- Contact Person: Becca Eza Phone No. 828-980-8229
- Mailing Address: P.O. Box 1602, T or C, NM 87901
- Physical Address: 308 S. Pershing, T or C, NM 87901

E-Mail: director@torcmainstreet.org

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2025/2026: \$60,000.00
- Detailed accounting of how proposed funding is to be spent in FY 2025/2026:
This funding will be spent to support our operations through rent, utilities, training, and payroll,
as well as beautification projects, community events, and projects supporting local businesses
throughout the district and beyond.
Additionally, we will continue to oversee Fiesta and use a portion of this funding to hire a
Fiesta coordinator.
- State how the residents or businesses of Truth or Consequences will be benefited by the

funding allotted to your organization in FY 2025/2026.

Both residents and businesses will benefit from events that bring people downtown like Second Saturday Art Hop, Old-Fashioned Christmas, Trick-or-Treat Downtown, and Small Business Saturday.

These events are enjoyable for residents and bring sales and awareness of local businesses. We will also be supporting the Foch Street project by sharing plans and the project vision with the public and assisting businesses. We are working on a plan for Wayfinding signage, and we will seek grant funding to manufacture and install the signage. We are overseeing the planning of Fiesta.

We will write additional grants for beautification/business support projects this year.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

T-Mobile or Trails + Grant for Wayfinding signage: \$50,000-\$99,000

New Mexico Main Street: Revitalization specialists provide consultation/assistance at no charge to us, on projects such as Wayfinding, business support, design, and construction mitigation.

We are currently writing applications for two grants: NM Clean & Beautiful (\$10,000-\$20,000) and NM Resiliency Alliance (\$5,000)

Fundraising: \$10,000

Lodgers' Tax-funded projects

- Do you have plans for conducting an **independent** financial audit of your organization in the coming year? Yes ☐ No ☒ If yes, who will be the independent public accountant?

HISTORICAL INFORMATION

- Amount of current (2024/2025) year's funding: \$60,000.00
- Detailed account of how the current year's funds have been spent:

Office supplies/software: \$1,800

Training: \$2,100

Rent: \$6,000

Insurance: \$1,690

Advertising and marketing: \$750

Project implementation: \$20,000

General operating expenses: \$15,000

Fiesta coordinator: \$6,000

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

1,618 volunteer hours over the past year, valued at \$44,300

New Mexico Resiliency Alliance Grant for Show of Hands project: \$5,000, which we then leveraged to raise an additional \$2,605 of local donations

New Mexico Clean & Beautiful Grant (MainStreet portion): \$11,015

Lodger's Tax funding for Redefine marketing campaign: \$48,403

Lodger's Tax funding for 75th anniversary of Fiesta: \$51,265

Lodger's Tax funding for Desert Ultra Trail Race: \$6,191

New Mexico Main Street Technical Assistance and Network Services: \$32,608

ROI for FY24: For every \$1 we returned a value of \$3.36

- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2024/2025):

Served as Fiesta's umbrella organization and fiscal sponsor, aiding in organization and promotion.

Organized small business promotions for Small Business Saturday and Valentine's Day, which increased sales to Sierra County businesses.

Trick-or-Treat Downtown and Old-Fashioned Christmas events brought residents together and increased awareness of downtown businesses.

Hosted and promoted monthly Second Saturday Art Hop.

Through a grant and fundraising, we put on the Show of Hands competition where two small businesses received grants to fund new business projects. 14 local businesses applied for the competition, and nearly 100 event attendees voted to determine the winner.

Through the Clean & Beautiful grant we organized the painting of 8 additional downtown trash cans, held a youth art competition to design and post anti-litter signs, held two big community clean-ups, and purchased/installed new dog waste stations and cigarette butt receptacles.

Received support from New Mexico Main Street Revitalization Specialists in creating a Wayfinding plan to design and implement signage to direct people into and around T or C.

Promoted T or C through the Lodgers' Tax funded "Redefine" marketing campaign.

Hosted Business Breakfasts for business owners to network and socialize.

Assisted Desert Ultra in securing Lodgers' Tax funding for a trail race which brought visitors to town.

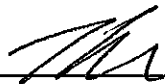
Supported, promoted, and served as fiscal sponsor for the Christmas Sing-a-long.

Supported and promoted New Mexico Epic Poetry Workshop, which 40 locals attended.

- Has there been an independent financial audit of the organization this year or in prior years?
Yes ☐ No ☒ If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

Submitted By: Becca Eza 
(Typed Name & Signature)

Date: 3/26/2025

Received By: Verity Martinez 

Date: 3/26/25

MainStreet Truth or Consequences

Statement of Financial Position

As of March 9, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10100 Checking	5,661.56
Total Bank Accounts	\$5,661.56
Other Current Assets	
11200 Uncategorized Asset	719.76
Total Other Current Assets	\$719.76
Total Current Assets	\$6,381.32
TOTAL ASSETS	\$6,381.32
LIABILITIES AND EQUITY	
Total Liabilities	
Equity	
12100 Opening Balance Equity	19,556.85
12300 Owner's Pay & Personal Expenses	-100.00
12400 Retained Earnings	-15,534.14
Net Revenue	2,458.61
Total Equity	\$6,381.32
TOTAL LIABILITIES AND EQUITY	\$6,381.32



Becca Eza
director@torcmainstreet.org

Home

Search

Forms

Business Search

▼ As of 3/10/2025 we have processed all business filings received in our office through 3/9/2025.

To file an amendment on a Business Record, search for the business, and choose File Amendment from the slide out drawer.

You must be logged in to file amendments. Please click on the Log In button in the top right and log in. If you do not have an account, please create one. The credentials from the previous system did not transfer to this system.

Business Search Info: ▼

4238085



Advanced ▼

Results: 1

Name ▲▼

Business ID ▲▼

MAINSTREET
TRUTH OR
CONSEQUENCES

> 4238085

MAINSTREET TRUTH OR CONSEQUENCES



File Amendment



File Annual Report



Request Certificate

Business Name	MAINSTREET TRUTH OR CONSEQUENCES
Status	Active
Initial Filing Date	12/01/2009
Entity Type	Domestic Nonprofit Corporation
Entity Sub-Type	Domestic Nonprofit
Formed In	New Mexico
Record #	4238085
AR Due Date	11/15/2025
Agent	Linda DeMarino 618 Lincoln St., 618 Lincoln St., Truth or Consequences, NM 87901
Officers	Gina Kelley: Secretary Rebecca Eza: Executive Director Dean Lamanna: Vice President Linda DeMarino: President
Directors	Ana Gomez: Director Sazi Marri: Director Sidney Bryan: Director
Alternate Business Names	



View History



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JAN 18 2013

MAINSTREET TRUTH OR CONSEQUENCES
PO BOX 1602
TRUTH OR CONSEQUENCE, NM 87901

Employer Identification Number:

27-2594746

DLN:

17053054351002

Contact Person:

MS. A. MORRIS

ID# 52452

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

December 1, 2009

Contribution Deductibility:

Yes

Addendum Applies:

Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

MAINSTREET TRUTH OR CONSEQUENCES

Sincerely,

Holly O. Paz

Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.10

SUBJECT: Discussion/Action: FY 25/26 Allocation for The Club of Sierra County Subrecipient Application

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 19, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres and City Manager Whitehead

Summary/Background:

Non-profit organizations submit applications requesting funding from the City's General Fund and the City's portion of Lodger's Tax. The application was presented and reviewed at the 4/3/25 City Commission budgetary meeting. The request is for the sum of \$10,000 to the Contractor for a one (1) year period commencing on July 1, 2025 and continuing through June 30, 2026.

Recommendation:

Consideration of allocation of funds for FY 25/26.

Attachments:

- Agreement
- Recipient Application

Fiscal Impact (Finance): Yes

\$10,000.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-25-25

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City", and **The Club of Sierra County** herein referred to as "Contractor".

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$10,000 to the Contractor for a one (1) year period commencing on July 1, 2025 and continuing through June 30, 2026.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Clerk's Office in October 2025, January 2026, April 2026 and June 6, 2026. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given. Reports can be submitted by email to torcclerks@torcnm.org or kmartinez@torcnm.org.

- C. Submit a written invoice in the amount of \$2,500 on a quarterly basis to the City Clerk's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2026.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above. Invoices can be submitted by email to torcclerks@torcnm.org or kmartinez@torcnm.org.
- D. Organization's previous year's audit report or internal/informal financial statement is required no later than **June 30, 2026.**
- E. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____
Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Gary Whitehead, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Jocelyn Holguin, Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Email: torcclerk@torcnm.org



SUBRECIPIENT GRANT APPLICATION

FY: 2025/2026

DUE DATE: 03/28/2025 @11:00pm

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above. *{Attach a separate sheet to this form if you need additional space for your answers.}*

GENERAL INFORMATION

- Name of Organization: The Club
- Is the organization registered as a non-profit? Yes No
- Non-Profit Corporation Commission Authority Number: 2104792
- Employer Identification Number (EIN#): 85-0469246
- Contact Person: Charis Baxter Phone No. 505-446-0030

- Mailing Address: 1300 S. Broadway T or C, NM 87901
- Physical Address: 122 N. Broadway T or C, NM 87901

E-Mail: charis.baxter@appletreeeducation.org

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2025/2026: \$20,000
- Detailed accounting of how proposed funding is to be spent in FY 2025/2026:

Funds will be spent to ensure the following are met:

1. Provide all youth within The Club age range with opportunities for at least 16 hours a week during the school year and at least 20 hours during the summer months with qualified mentors.
 2. Provide high quality year-round comprehensive programming for youth
 3. Maintain mentor to youth ratios of 1:15 at most
 4. Provide Scholarships for those who need assistance.
 5. Provide at least 3 free community and family engagement events per year that align with program priorities.
 6. Engage in Community Resource fairs and other service provider events to support our community and families
 7. Provide transportation during the school year for youth from TCMS and HSHS to The Club and to sports practices from The Club.
 8. Provide healthy Dinners
 9. Provide recreational and educational supplies for Club activities
 10. Provide a safe, clean, drug free and supervised environment designed with youth in mind.
 11. Provide youth with access to the computer lab during business hours for classes and testing.
 12. Provide youth access to the computer lab during Club hours for homework, projects and tutoring including access to printer and paper. (software available on Club computers).
 13. Promote Club activities within the community'
 14. Train staff in areas related to job roles, duties and safety
 15. Perform background checks on all staff and volunteers upon hire.
 16. Survey parents, youth, teachers and staff to measure outcomes.
 17. Maintain member files (including emergency contacts, family information, releases and school information.
 18. Maintain electronic database of Club information, activities, PED alignments along with staff and member information.
 19. Report to stakeholders as requested.
 20. Comply and remain current with NM Environment Department.
 21. Ensure at least 50% of staff have current 1st aid and cpr certifications with at least 1 certified person present at all times.
 22. Support youth and their families to progress in a grade level each year.
- State how the residents or businesses of Truth or Consequences will be benefited by the

funding allotted to your organization in FY 2024/2025.

Reach: Based on 2024/25 data, we expect to serve at least 100 unduplicated youth with the goal to serve at least 60 youth with 30 days or more with high quality programming (including but not limited to 21st CCLC programming, Curriculum from 4H extension office, Mentoring programs, job skill trainings, sports programs and our Outdoor Adventure program).

When: The residents of the City will benefit from the weekly 16+ hours of year round services to ages 12-18. Programs are offered during out-of-school time (The club provides transportation to those in need) until 7pm. (operating hours are subject to change based on community needs) during the times when families work and therefore have the assurance that their children are not left unattended at home.

What: Youth will be in a safe and positive environment that is fun, offers supportive relationships, opportunities, expectations and recognition- all key elements to deepen the impact in young peoples' lives to provide them with knowledge, skills and attributes to pursue their dreams and succeed in life. We keep staff to youth ratios of 1:15 for open recreation and 1:6 for Homework Help and Tutoring. The Club provides prevention that not only saves families, community and our county resources but saves lives. Years of research confirm that youth who participate in after school programs can reap a host of positive academic, social, prevention and health benefits, such as improved academic achievement, improved social and developmental outcomes, increased percentages of healthy lifestyles and increased knowledge of nutrition and exercise. Research further shows that out of school time activities for youth have positive impacts on a range of prevention outcomes including avoidance of drug and alcohol use, decreases in delinquency and violent behavior, increased knowledge of safe sex, avoidance of sexual activity and reduction of juvenile crime. To produce these outcomes, programming must be high quality. High quality includes the following features: appropriate supervision and structure, well-prepared staff, intentional programming with opportunities for autonomy and choice, and strong partnerships among various settings in which program participants spend their day (schools, out of school time programs and families). The community reaps the benefits of The Clubs' access to national research and evidenced based programs. Curriculum designed specifically for the out-of-school time Club setting to positively impact youth. Here is a sample of some of the opportunities the community and businesses benefit from:

Jr. Staff: explores service careers, career development activities, community service, customer service skills, apprenticeships, interpersonal skills, work ethics and a sense of community responsibility.

Project Learn: Strategy based on research demonstrating that students do much better in school when they spend their non-school hours engaged in fun, but academically beneficial, activities. High yield learning activities (leisure reading, writing activities, discussions with knowledgeable adults, helping others, homework help, tutoring and games that develop young people's cognitive skills. Recreation includes pool, air hockey, basketball, dodgeball, skating and more.

Club Tech: Digital arts activities teach youth how to create computer generated art and movies. Scratch teaches youth how to use coding to create games and animations. NSTEens teaches internet safety skills, anti-bullying, personal safety, shopping safety and ethical use of the internet. The Club also offers an E-sports course that allows youth to analyze and compete in different video games. This course is held in a structured setting to explain possible careers in the E-sports field and to go over scholarship opportunities that E-sports present.

The Arts: The Club implements a curriculum which introduces various mediums and expressions. Music classes in guitar, electric bass, percussion, vocal coaching and sound technology and recording. Digital photography classes include photography, lighting and digital editing. All instruments, supplies and materials are provided at no cost to families.

Homework Help: The Club computer lab and classrooms provide environments for students to focus on homework. High quality staff provide academic and life coaching to mentor students and to help them achieve academic success.

Healthy Lifestyles: Each day, students receive a free USDA approved dinner. Additionally, members may purchase items from The Club Café. Group games are designed to provide leadership, fitness, teamwork and healthy relationship skills. Youth also exercise critical thinking, decision making, priority and goal setting skills during games.

Staff/Volunteer Training: The Club staff attend local, state, regional and national level training courses focused on all aspects of out-of-school youth services to increase their knowledge, skills and abilities to perform their roles and duties. Staff apply the knowledge from these training courses to improve the services

we offer to the youth in our community. The Club also serves families through resources and referrals to support the needs of the whole family. Youth, families and community businesses benefit as Club members have opportunities to apply for college scholarships with the help of The Club. The community will benefit, as you have read, from the opportunities available to youth and their families. These opportunities do come with a cost, but we will continue to leverage our commitment to raise support for the Club to further meet the needs of the community.

Explain if the City's funding of your organization will be used to leverage other funding from other sources.

- Do you have plans for conducting an **independent** financial audit of your organization in the coming year? Yes Nd If yes, who will be the independent public accountant?
-

HISTORICAL INFORMATION

- Amount of current (2024/2025) year's funding: \$10,000.00
- Detailed account of how the current year's funds have been spent:

The current year funds have been used to help fund a variety of activities which include:

1. Provided youth (12 to 18 yrs or 6th to 12th grade) with Club opportunities for no less than 16 hours per week and no less than 20 hours during the summer months with qualified mentors.
2. Provided high quality year-round comprehensive programming for youth.
3. Provided free tutoring for youth when it fits their schedules.
4. Provided transportation for youth.
5. Provided year-round dinners.
6. Provided recreational and educational supplies for youth.
7. Provided a safe, clean and drug-free environment designed with youth in mind.
8. Provided youth access to Computer Lab during and outside of Club hours by appointment for homework and projects including access to printer and paper (software available on Club computers).
9. Promoted Club opportunities within the community.
10. Trained staff in areas related to job role, duties and health and safety.
11. Performed background checks on staff and volunteers.
12. Surveyed parents, youth, staff and teachers to measure outcomes.
13. Maintained an electronic online database of Club information, activities, PED alignments, member information and staff information.
14. Provided internet access to Club PC, Mac and for personal laptop use.
15. Complied with NM Environment department.
16. Ensured staff have current First aid and CPR certifications.
17. Held special events such as News Years lock-in.

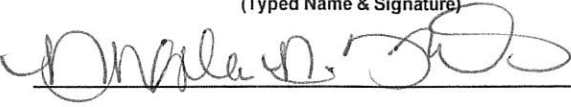
- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

There is no leverage of funds that are grown from this grant. However, these funds are critical in helping us remain free and available to young people, regardless of their ability to pay.

- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year {2024/2025):
- The Club was open year-round in 2024 and provided students with an additional 2,554 hours of learning time. Out of 23 students 53.8% maintained a passing grade and out of 24 students 50% of youth improved a below passing grade in English/Reading. Out of 24 students 50% maintained a passing grade in math and out of 23 students 46.15% raised a below passing grade in math. This data covers quarters 1 and 2. The benefits to the residents of the City of Truth or Consequences include outcomes that have been researched and identifies that when youth are engaged in high quality out of school time programs, like that of The Club, you see these outcomes. They include increases in academic success, healthier lifestyles, leadership and character development. Research further states that youth are less likely to engage in risky behavior, such as: drug and alcohol abuse, loitering, tagging, gang activity, premature sexual activity and pregnancies. Families had a safe place (at no cost for them) that youth could attend, so they were able to engage fully in their professional lives, contributing to the success of local businesses. Additional benefits are stated on the anticipated benefits above.
- Has there been an **independent** financial audit of the organization this year or in prior years?
Yes ☐ No ☒ If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

Submitted By: Charis Baxter 
(Typed Name & Signature)

Date: 3/16/25

Received By: 

Date: 3/18/25

The Club
Statement of Financial Position
As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Bank of the Southwest	-95,151.16
1080 Club Cafe Checking	361.22
Total Bank Accounts	\$-94,789.94
Accounts Receivable	
11000 Accounts Receivable	-12,194.46
Total Accounts Receivable	\$-12,194.46
Other Current Assets	
12000 Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$-106,984.46
Fixed Assets	
15000 Furniture and Equipment	40,333.00
16000 Leasehold Improvements	22,494.00
Total Fixed Assets	\$62,827.00
Other Assets	
18200 Accumulated Depreciation	-56,213.00
Total Other Assets	\$-56,213.00
TOTAL ASSETS	\$-100,370.46
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	-0.13
Total Accounts Payable	\$-0.13
Total Current Liabilities	\$-0.13
Total Liabilities	\$-0.13
Equity	
30000 Opening Balance Equity	100,993.29
32000 Unrestricted Net Assets	-170,467.82
Net Revenue	-30,895.74
Total Equity	\$-100,370.27
TOTAL LIABILITIES AND EQUITY	\$-100,370.40

The Club
Statement of Activity
January - December 2024

	TOTAL
Revenue	
41000 Grants	
41310 Mentoring Grant	6,712.50
41400 T or C Subrecipient	6,250.00
41800 Other Grants	3,700.00
Total 41000 Grants	16,662.50
42000 Fundraisers	
42200 Duck Race	9,050.00
42300 Cow Patty Bingo	3,100.00
Total 42000 Fundraisers	12,150.00
44000 Donations	725.00
46000 Club Cafe	4,711.31
47000 Rent Income	
47200 Auditorium Rent Income	50.00
47400 Equipment Rental Income	300.00
Total 47000 Rent Income	350.00
Total Revenue	\$34,598.81
GROSS PROFIT	\$34,598.81
Expenditures	
1920 Club Expenses	0.01
60900 Business Expenses	
60910 Background Checks	19.95
60920 Business Registration Fees	530.00
60930 Advertising/Marketing	202.00
60940 Donation Expense	150.00
60970 Other Grants Expenses	949.99
60980 Banking Fees	30.00
Total 60900 Business Expenses	1,881.94
60950 Fundraising Expenses	596.64
60960 Sales Taxes	275.31
62100 Contract Services	
62110 Contract Labor	5,748.75
Total 62100 Contract Services	5,748.75
62800 Facilities and Equipment	
62810 Building Maintenance	285.50
62811 Equipment Maintenance	1,420.34
62860 Security Services	396.51
62870 Pest Control	406.35
Total 62800 Facilities and Equipment	2,508.70

The Club
Statement of Activity
January - December 2024

	TOTAL
62830 Utilities	
62831 Telephone/Internet	2,753.03
62832 Electric, Water, Trash	153.22
62833 Natural Gas	1,316.35
62840 Rent	18,000.00
Total 62830 Utilities	22,222.60
65000 Operations	
65011 Subscriptions and Dues	3,096.94
65020 Postage, Mailing Service	29.25
65071 Scholarships	1,000.00
65092 Employee Training	1,268.00
66000 Payroll Expenses	5,719.08
Total 65000 Operations	11,113.27
65040 Business Supplies	
65041 Program Supplies	1,355.99
65042 Cleaning Supplies	725.01
65043 Cafe Supplies	6,643.70
65044 Office Supplies	2,237.42
Total 65040 Business Supplies	10,962.12
65100 Insurance	
65120 Auto Insurance	211.80
65160 Building Insurance	7,957.00
Total 65100 Insurance	8,168.80
68300 Travel	
65070 Program Meals	263.16
68310 Conference and Training Expense	73.59
68320 Employee Mileage	844.86
68350 Employee Lodging	834.80
Total 68300 Travel	2,016.41
Total Expenditures	\$65,494.55
NET OPERATING REVENUE	\$-30,895.74
NET REVENUE	\$-30,895.74

The Club

EIN: 85-0469246 | T Or C, New Mexico, United States

Other Names

The Club of Sierra County

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice.
Most small organizations that receive less than \$50,000 fall into this category.

^ Tax Year 2023 Form 990-N (e-Postcard)

Tax Period:

2023 (01/01/2023-12/31/2023)

EIN:

85-0469246

Organization Name (Doing Business as):

The Club of Sierra County

Mailing Address:

1300 S BROADWAY ST
Truth Or Consequences, NM 87901
United States

Principal Officer's Name and Address:

Brisa Aguilera
1300 S Broadway
Truth Or Consequences, NM 87901
United States

Gross receipts not greater than:

\$50,000

Organization has terminated:

No

Website URL:

✓ Tax Year 2022 Form 990-N (e-Postcard)

The Club

EIN: 85-0469246 | T Or C, New Mexico, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ⓘ



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Business Search

As of 3/17/2025 we have processed all business filings received in our office through 3/15/2025.

To file an amendment on a Business Record, search for the business, and choose File Amendment from the slide out drawer.

You must be logged in to file amendments. Please click on the Log In button in the top right and log in. If you do not have an account, please create one. The credentials from the previous system did not transfer to this system.

Business Search Info:

2104792



Advanced

Results: 1

Name	Business ID	Entity Type	Entity Sub-Type	Formed In	Status
The Club	2104792	Domestic Nonprofit Corporation	Domestic Nonprofit	New Mexico	Active



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.11

SUBJECT: Discussion/Action: FY 25/26 Allocation for Sierra Joint Office on Aging Subrecipient Application

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 19, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres and City Manager Whitehead

Summary/Background:

Non-profit organizations submit applications requesting funding from the City's General Fund and the City's portion of Lodger's Tax. The application was presented and reviewed at the 4/3/25 City Commission budgetary meeting. The request is for the sum of \$25,000 to the Contractor for a one (1) year period commencing on July 1, 2025 and continuing through June 30, 2026.

Recommendation:

Consideration of allocation of funds for FY 25/26.

Attachments:

- Agreement
- Recipient Application

Fiscal Impact (Finance): Yes

\$25,000.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-25-25

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City", and **Sierra Joint Office on Aging** herein referred to as "Contractor".

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$25,000 to the Contractor for a one (1) year period commencing on July 1, 2025 and continuing through June 30, 2026.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Clerk's Office in October 2025, January 2026, April 2026 and June 6, 2026. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given. Reports can be emailed to torcclerk@torcnm.org

- C. Submit a written invoice in the amount of \$6,250 on a quarterly basis to the City Clerk's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2026.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above. Invoices can be emailed to torcclerk@torcnm.org
- D. Organization's previous year's audit report or internal/informal financial statement is required no later than **June 30, 2026.**
- E. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.
1. Alternate's Name _____
Print Name
 2. Alternate's Phone No. _____
 3. Alternate's E-mail _____
3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Gary Whitehead, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Jocelyn Holguin, Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative

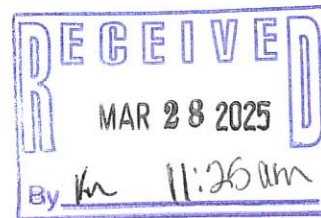


City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Email: torcclerk@torcnm.org



SUBRECIPIENT GRANT APPLICATION

FY: 2025/2026

DUE DATE: 03/28/2025 @ 12:00pm

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above.

(Attach a separate sheet to this form if you need additional space for your answers.)

GENERAL INFORMATION

- Name of Organization: Sierra Joint Office on Aging
 - Is the organization registered as a non-profit? Yes X No
 - Non-Profit Corporation Commission Authority Number: 1047331
 - Employer Identification Number (EIN#): 85-0254134
 - Contact Person: Crystal Walton Phone No. 575-894-6641
 - Mailing Address: P. O. Box 829, Truth or Consequences, NM 87901
 - Physical Address: 360 W. 4th St., Truth or Consequences, NM 87901
- E-Mail: cwalton@seniorcenter-sjoa.org

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2025/2026: \$70,000.00
- Detailed accounting of how proposed funding is to be spent in FY 2025/2026:

The SJOA will deliver units of service to the community in accordance with the Older Americans Act, with the City of Truth or Consequences currently contributing 6% of the cost. The SJOA will provide 10,000 units of Homemaking services, Respite services 1400 units, Home Delivered Meals units 43,000, Congregate Meals units 42,614, Transportation units 10,400, and Assisted Transportation units 607. The SJOA also services the community with the three volunteer programs. The Foster Grandparent program places seniors in the schools to assist children with academic needs in the amount of 3132 hours of service, The Senior Companion Program places seniors with isolated seniors in the community to aid in overall health and wellbeing providing 4,176 hours. The Care Companion Program places volunteers in long term care facilities to offset loneliness and isolation for the residents in the amount of 3,132 hours. The SJOA is a vital part of our community aiding the venerable population, in addition to the above listed services we provide the SJOA also provides educational outreach. The SJOA provides nutritional education to all who are interested in participating. The SJOA is a participant in the New Mexico Grown program which allows us to provide fresh locally grown food products to our seniors. The SJOA partners with many state agencies to provide awareness, education and assistance with the following, fraud prevention, open enrollment, legal Aid, community resources like medical transportation, housing, and food security: food banks, Income Support Division, Farmers Market and vouchers. The SJOA is much more than a meal site and provides a wide range of information and services to our community while also ensuring socialization, recreation, nutrition, and health promotion.

- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2025/2026.

Approximately 29.5% of our community is aged 65 or older. Providing services for this demographic delivers needed care for them as they age. The services provided by the SJOA keeps our most vulnerable seniors living independently in their homes, helping them delay the onset of chronic disease and assisted living expenses that most cannot afford. Our transportation department will provide trips this year to local businesses, service providers, and medical appointments. The meal programs provide nutritious meals to assist seniors in maintaining healthy lifestyles with fresh local produce and beef in accordance with the Older Americans Act. We also provide homemaking and respite services to qualifying individuals that allows individuals to remain independent in their homes, both services also provide errands for their clients which also supports the community with things like grocery shopping, salon appointments, and medical appointments. The SJOA partners with many organizations to provide information, recreation, socialization, nutrition, and overall health and wellbeing.

SJOA has provided 64,461.50 units of service for the past 8 months of this year and we are looking at 97,951 units by year end. In addition the SJOA will provide 10,440 volunteer hours within the three programs.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

Yes, Receiving a financial commitment from our Municipalities, both In-kind and cash, allows the SJOA to compete for State and Federal Grants. This support will allow SJOA to apply to the Aging and Long-Term Services Department for Capital Outlay, all three volunteer programs, and the New Mexico Grown grants as well as Non-Metro Area on Aging for the upcoming fiscal year. For the 2025/2026 program year, the SJOA will apply for grant funding from seven State and Four Federal program which require matching funds from the local entities.

- Do you have plans for conducting an independent financial audit of your organization in the coming year? Yes X No If yes, who will be the independent public accountant?

Patillo, Brown & Hill, LLP.

HISTORICAL INFORMATION

- Amount of current (2024/2025) year's funding: \$35,000.00
- Detailed account of how the current year's funds have been spent:

The funds for the current year went to support the increased costs of food and supplies and fuel we incurred: Congregate meals received \$15,000 local funding and Home Delivered received \$20,000, local contributions in Meals being the largest portion of our operations.

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

Yes, Receiving a financial commitment from our Municipalities, both In-kind and cash, allowed the SJOA to compete for State and Federal Grants. This support has qualified the SJOA to receive 4 grants from the Aging and Long-Term Services Department, as well as 3 Non-Metro Area Agency on Aging and 4 federal sources until the June 2025 year end. For the 2024/2025 program year, the SJOA secured grant funding from seven State and four Federal program due to the financial support received from the City of Truth or Consequences.

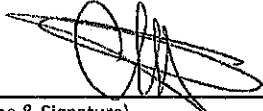
- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2024/2025):

The SJOA employs 44 local residents that assist our community in various programs like food delivery, transportation to doctor's offices and local businesses for shopping, assisting teachers in our schools, providing companionship for isolated seniors and provide homemaking and respite services to qualifying seniors in our community. The SJOA also applies for Capital Outlay to repair the building and grounds and to purchase vehicles to better serve the residents. This current year's funding has allowed the SJOA to expand services that allowed us to serve more individuals within the community with fresh local grown health meals. The residents receive aid in transportation, nutrition, health promotion, shopping, awareness, companionship, mentoring, socialization, respite, homemaking, exercise, recreation and so much more. The residents and community benefit from these programs provided by SJOA with gross receipt taxes from consumers shopping, offering employment opportunities, creating community-based services promoting healthy independent living and bringing in a large number of snow birds for the winter month when tourism is low with our donation-based meals and transportation services. We are able to actively aid poverty stricken venerable member of our community that may not otherwise have the means or ability to do for themselves.

-
- Has there been an **independent** financial audit of the organization this year or in prior years?
Yes X No If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

Patillo, Brown & Hill, LLP.

Submitted By: Crystal Walton


(Typed Name & Signature)

Date: 3/28/2025

Received By: Katy Martinez

Date: 3/28/2025

STATE OF NEW MEXICO
SIERRA JOINT OFFICE ON AGING, INC.
FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2023 AND 2022



PATTILLO, BROWN & HILL, LLP

CERTIFIED PUBLIC ACCOUNTANTS • BUSINESS CONSULTANTS

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SIERRA JOINT OFFICE ON AGING, INC.
OFFICIAL ROSTER
Years Ended June 30, 2023, and 2022

Official Roster

Kristie Wilson
Juliet Sullivan
Ed Romero
Marsha Plitteris
Heather Williams
Kell Took
Paul Johnson

Board Chair
Director
Director
Director
Director
Director
Director

Administrative Offices

Crystal Walton

Executive Director



PATTILLO, BROWN & HILL, L.L.P.
5310 Homestead Road N.E., Suite 100 B
Albuquerque, New Mexico 87110
505.266.5904 | pbhpa.com

Independent Auditor's Report

The Board of Directors
Sierra Joint Office on Aging, Inc.
Truth or Consequences, New Mexico

Opinions

We have audited the accompanying financial statements of Sierra Joint Office on Aging, Inc. (Organization) a nonprofit organization, which comprise the statements of financial position, as of June 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The Organization's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque



Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted the Management's Discussion and Analysis (the "MD&A") which is required to be presented to supplement the basic financial statements under accounting principles generally accepted in the United States of America. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 2, 2024, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Pattillo, Brown & Hill, LLP

Pattillo, Brown & Hill, L.L.P.
Albuquerque, New Mexico
April 2, 2024

**SIERRA JOINT OFFICE ON AGING, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 and 2022**

ASSETS	2023	2022
Current assets		
Cash and cash equivalents	\$ 712,400	687,739
Accounts receivable	90,244	118,280
Inventory	50,805	31,446
Total current assets	853,449	837,465
Property and equipment		
Leasehold improvements	11,300	11,300
Equipment and furnishings	86,680	86,680
Right-of-use asset - Building	120,628	142,899
	218,608	240,879
Less accumulated depreciation	(78,276)	(74,733)
Property and equipment, net	140,332	166,146
Total assets	\$ 993,781	1,003,611
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	\$ 3,939	-
Accrued expenses	20,551	23,783
Compensated absences	414	-
Total current liabilities	24,904	23,783
Lease liability	120,628	142,899
Total liabilities	145,532	166,682
Net assets		
Without donor restrictions	848,249	836,929
With donor restrictions	-	-
Total net assets	848,249	836,929
Total liabilities and net assets	\$ 993,781	1,003,611

See Notes to Financial Statements

SIERRA JOINT OFFICE ON AGING, INC.
STATEMENTS OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023 and 2022

	2023		
	Without donor restrictions	With donor restrictions	Total
Revenues and Other Support			
Federal pass through funding	\$ 162,806	-	162,806
NISP - Federal	51,131	-	51,131
State funding	752,860	-	752,860
Program revenue	54,723	-	54,723
Local revenue	118,748	-	118,748
Donations	6,985	-	6,985
Fundraising - Gift Shop	335	-	335
Miscellaneous income	697	-	697
Total support and revenues	1,148,285	-	1,148,285
Expenses			
Program services:			
Programs	960,050	-	960,050
Support services:			
Management and general	176,915	-	176,915
Fundraising	-	-	-
Total expenses	1,136,965	-	1,136,965
Change in net assets	11,320	-	11,320
Net assets at beginning of year	836,929	-	836,929
Net assets at end of year	\$ 848,249	-	848,249

See Notes to Financial Statements

**SIERRA JOINT OFFICE ON AGING, INC.
STATEMENTS OF ACTIVITIES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2023 and 2022**

		2022	
	Without	With	
	donor restrictions	donor restrictions	Total
Revenues and Other Support			
Federal pass through funding	\$ 224,508	-	224,508
NISP - Federal	51,131	-	51,131
State funding	691,122	-	691,122
Program revenue	49,310	-	49,310
Local revenue	138,997	-	138,997
Donations	5,912	-	5,912
Fundraising - Gift Shop	-	-	-
Miscellaneous income	3,815	-	3,815
Total support and revenues	1,164,795	-	1,164,795
Expenses			
Program services:			
Programs	887,978	-	887,978
Support services:			
Management and general	163,080	-	163,080
Fundraising	-	-	-
Total expenses	1,051,057	-	1,051,057
Change in net assets	113,738	-	113,738
Net assets at beginning of year	723,191	-	723,191
Net assets at end of year	\$ 836,929	-	836,929

See Notes to Financial Statements

**SIERRA JOINT OFFICE ON AGING, INC.
STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023**

	Managerial and General	Program Services	Fundraising	Total Services
Salaries	\$ 154,688	464,063	-	618,751
Employee Benefits	955	2,865	-	3,820
Payroll Taxes	17,729	53,187	-	70,916
	<u>173,372</u>	<u>520,115</u>	<u>-</u>	<u>693,487</u>
Insurance	-	31,299	-	31,299
Supplies	-	290,480	-	290,480
Vehicles	-	25,654	-	25,654
Telephone	-	9,901	-	9,901
Office expense	-	12,418	-	12,418
Maintenance	-	19,263	-	19,263
Rental Equipment	-	4,176	-	4,176
Postage	-	138	-	138
Education and training	-	1,255	-	1,255
Advertising	-	315	-	315
Travel	-	10,590	-	10,590
Professional fees	-	270	-	270
Miscellaneous expense	-	34,176	-	34,176
Depreciation	3,543	-	-	3,543
Total Expense	<u>\$ 176,915</u>	<u>960,050</u>	<u>-</u>	<u>1,136,965</u>

See Notes to Financial Statements

SIERRA JOINT OFFICE ON AGING, INC.
STATEMENTS OF FUNCTIONAL EXPENSES (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2022

	Managerial and General	Program Services	Fundraising	Total Services
Salaries	\$ 142,566	427,698	-	570,264
Employee Benefits	541	1,622	-	2,163
Payroll Taxes	16,428	49,283	-	65,711
	159,535	478,604	-	638,138
Insurance	-	25,248	-	25,248
Supplies	-	255,505	-	255,505
Vehicles	-	22,197	-	22,197
Telephone	-	11,533	-	11,533
Office expense	-	24,724	-	24,724
Maintenance	-	10,198	-	10,198
Rental Equipment	-	4,463	-	4,463
Postage	-	236	-	236
Education and training	-	703	-	703
Advertising	-	1,397	-	1,397
Travel	-	11,485	-	11,485
Professional fees	-	12,900	-	12,900
Miscellaneous expense	-	28,785	-	28,785
Depreciation	3,545	-	-	3,545
Total Expense	\$ 163,080	887,978	-	1,051,057

See Notes to Financial Statements

SIERRA JOINT OFFICE ON AGING, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash Flows from Operating Activities		
Cash provided by fund sources	\$ 1,156,962	1,147,083
Cash used for salaries and expenses	(696,305)	(661,483)
Cash paid to suppliers	(435,996)	(415,833)
Net cash provided by operating activities	<u>24,661</u>	<u>69,767</u>
Net Increase in Cash for Year	24,661	69,767
Cash, beginning of year	<u>687,739</u>	<u>617,972</u>
Cash, end of year	<u>\$ 712,400</u>	<u>687,739</u>
Reconciliation of changes in net assets to net cash provided by operating activities:		
Changes in net assets	\$ 11,320	113,738
Adjustments to reconcile changes in net assets to net cash		
Depreciation	3,543	3,545
Net noncash adjustment for donated food	(19,359)	(1,645)
(Increase) decrease in:		
Accounts Receivable	28,036	(16,067)
Increase (decrease) in:		
Accounts payable	3,939	(6,459)
Accrued expenses	(3,232)	(23,345)
Compensated absences	414	-
Net cash provided by operating activities	<u>\$ 24,661</u>	<u>69,767</u>

See Notes to Financial Statements

SIERRA JOINT OFFICE ON AGING, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023, and 2022

NOTE 1 – NATURE OF BUSINESS

This summary of significant accounting policies of Sierra Joint Office on Aging, Inc. (Organization), is presented to assist in understanding the organization financial statements.

Sierra Joint Office on Aging, Inc. (Organization) operates as a non-profit organization in Truth or Consequences, New Mexico providing services to senior citizens in Sierra County, New Mexico. The purpose of the Organization is to provide transportation, meals and other services to senior citizens who require support in order to maintain their dignity. The Organization has entered into contracts and agreements with state and local governmental units and local non-profit organizations to provide such services.

The Organization operates the following programs:

Title III and Nutritional Services Incentive Programs – a program designed to provide transportation, senior centers, and meals to senior citizens.

Senior Employment Program – a program designed to provide employment to senior citizens in areas that provide services to senior citizens.

Foster Grandparent Program – a program designed to provide meaningful part-time opportunities for low-income elderly persons to render supportive services to children with special needs.

Senior Companion Program – a program designed to provide supportive and person-to-person social services to senior citizens.

Title III E Respite Program – a program designed to provide in-home respite or facilitate respite care to caregivers of senior citizens that are in need of supervision, such as Alzheimer clients and frail elderly clients.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Recently Adopted Accounting Pronouncements

In September of 2020, FASB issued ASU 2020-07. This update was issued to improve generally accepted accounting principles (GAAP) by increasing the transparency of contributed nonfinancial assets for not-for-profit (NFP) entities through enhancements to presentation and disclosure. The amendments in this Update improve financial reporting by providing new presentation and disclosure requirements about contributed nonfinancial assets for NFPs, including additional disclosure requirements for recognized contributed services. The Organization has adopted this ASU on a prospective basis, without any adjustments to amounts previously recognized. The adoption did not have a material impact on the financial statements.

The Organization adopted the Financial Accounting Standards Board's Accounting Standards Update (ASU) No 2018-08 – *Not for Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. This update provides a more robust framework for determining whether a transaction should be accounted for as a contribution or an exchange transaction. To accomplish this, the ASU clarifies how a not-for-profit organization determines whether a resource provider is receiving value in return for the resources transferred based on the following criteria:

SIERRA JOINT OFFICE ON AGING, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023, and 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

- A resources provider (including a private foundation, a government Organization, or other) is not synonymous with the general public. The indirect benefit received by the public as a result of the assets transferred is not equivalent to commensurate value received by the resource provider.
- Execution of a resource provider's mission or the positive sentiment from acting as a donor would not constitute commensurate value received by a resource provider for purposes of determining whether a transfer of assets is a contribution or an exchange.

In addition, this ASU also requires an organization to determine whether a contribution is conditional based on whether the agreement includes a barrier that must be overcome or whether a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets. The Organization has adopted the ASU on a prospective basis, without any adjustments to amounts previously recognized. The adoption did not have a material impact on the financial statements, and the Organization's revenue recognition practices were substantially unchanged as a result of applying the ASU's clarifications.

On February 25, 2016, the FASB issued ASU 2016-02, Leases (Topic 842), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing essential information about leasing transactions. The Organization has adopted this ASU on a prospective basis, without any adjustments. The adoption did not have a material impact on the financial statements.

Basis of Accounting

The accompanying financial statements of Sierra Joint Office on Aging, Inc. have been prepared on the accrual basis of accounting. The following is a general description of significant policies followed by the Organization in accounting for its operations. These significant accounting policies and other notes to the consolidated financial statements are described below to enhance the usefulness of the consolidated financial statements to the reader.

Basis of Presentation

The accompanying financial statements are presented in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of management and the board of directors. All contributions made to the Organization are considered to be received without donor restrictions unless specifically restricted by the donor.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

SIERRA JOINT OFFICE ON AGING, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023, and 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

The Organization maintains various deposit accounts in one financial institution. These cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Bank balances exceeded the insured limits of the FDIC during the years ended June 30, 2023, and 2022. The Organization has not experienced any losses in these accounts and believes it is not exposed to any significant credit risk related to the uninsured cash balances.

Accounts Receivable

Receivables consist primarily of grants from state and local governmental units and local non-profit organizations. The Organization considers its accounts receivable to be fully collectable. Accordingly, no allowance for bad debts is maintained, as accounts are written-off when they are determined to be uncollectable. Generally Accepted Accounting Principles of the United States of America require that an allowance for uncollectible accounts be maintained in lieu of the direct charge-off method. However, management has determined that such an allowance would be immaterial with respect to the financial statements taken as a whole.

Inventories

Inventory consists primarily of food products and other supplies, which are stated at cost on a first in first-out basis.

Property and Equipment

Property, equipment, and improvements are stated at cost or fair market value if donated. All assets purchased with a useful life exceeding one year and a cost in excess of \$1,000 are capitalized. Depreciation is computed on a straight-line basis over the estimated useful lives of the assets. The estimated useful life of these assets follows:

Type	Life
Leasehold Improvements	15 years
Equipment, furniture, and fixtures	5-7 years

The Organization reviews long-lived assets to assess recoverability whenever events or changes in circumstances indicate that expected future undiscounted cash flows might not be sufficient to support the carrying amount of an asset. If an asset is determined to be impaired, the loss is measured as the amount by which the carrying value of the asset exceeds its fair value. At this time, no impairment losses have been recorded. Gifts of long-lived assets such as land, buildings, or equipment are reported at fair value at date of donation, as unrestricted support, and are excluded from the excess of revenues over expenses, unless explicit donor stipulations specify how the donated assets must be used.

SIERRA JOINT OFFICE ON AGING, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023, and 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Accrued Compensated Absences

Personal Time-Off (PTO) with pay is available to eligible employees. Employees in the following employment classification(s) are eligible to earn and use personal leave as described in this policy:

- *Regular full-time employees
- *Regular part-time employees

New employees must complete 90 days of service before becoming eligible for PTO. Only 40 hours of personal leave can be carried over at the end of the fiscal year that ends on June 30. Any hours beyond 40 hours will be lost at the beginning of the fiscal year that starts on July 1. Unused PTO hours will be paid to employees (after completing the 90-day probation) when ending employment at the Sierra Joint Office on Aging, Inc.

For the years ended June 30, 2023, and 2022, \$27,848 and \$0, respectively, have been recorded as payable as of year-end.

Revenue Recognition

Contributions

Contribution revenue is recognized when cash or other assets, or an unconditional promise to give is received. Conditional promises to give – that is, those with a measurable performance or other barrier and a right of return – are not recognized until the conditions upon which they depend have been met. Contributions received are recorded as net assets with or without donor restrictions. Support that is restricted by the donor is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction.

When a restriction expires (i.e., when the time or purpose of the restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as “net assets release from restriction.”

Grants

Grants are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position.

Donated Services and Materials

Significant contributions of services are recorded if the services create or enhance nonfinancial assets or require specialized skills. Recognized contributed services are recorded at the fair value of the services on the date of donation. Significant donations of materials are recorded at their fair value on the date of donation.

SIERRA JOINT OFFICE ON AGING, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023, and 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

No amounts have been reflected in the financial statements for donated services. The Organization generally pays for services requiring specific expertise. However, many individuals volunteer their time and perform a variety of tasks that assist the Organization, but these services do not meet the criteria for recognition as contributed services.

Income Taxes

Sierra Joint Office on Aging, Inc. is a private, not-for profit organization, incorporated under the State of New Mexico State Statutes. Sierra Joint Office on Aging, Inc. is exempt from income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code and, therefore, has made no provision for federal income taxes in the accompanying financial statements. It is also exempt from state franchise tax and income tax.

The Organization's form 990, "Return of Organization Exempt from Income Tax", for the years ended June 30, 2023, 2022 and 2021 are subject to IRS examination, generally for three years after they were filed.

The Organization adopted accounting requirements that prescribe when to recognize and how to measure the financial statement effects of income tax positions taken or expected to be taken on its income tax returns, including the position that the Organization continues to qualify to be treated as a tax-exempt Organization for both federal and state income tax purposes. These rules require management to evaluate the likelihood that, upon examination by relevant taxing jurisdictions, those income tax positions would be sustained.

Management of the Organization believes its activities allow it to continue to be classified as an Organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code and believes there are no activities subject to unrelated business income tax. Based on that evaluation, if it were more than 50% probable that a material amount of income tax would be imposed at the entity level upon examination by the relevant taxing authorities, a liability would be recognized in the accompanying statement of financial position along with any interest and penalties that would result from that assessment. If the Organization has unrelated business income, the federal Exempt Organization Business Income Tax Returns (Form 990T) would be required and subject to examination by the Internal Revenue Service for three years after they were filed. Should any penalties and interest be incurred, they would be recognized as management and general expenses.

Based on the results of management's evaluation, these requirements did not have a material effect on the Organization's financial statements. Consequently, no liability is recognized in the accompanying statements of financial position for uncertain income tax positions.

The Organization files federal Form 990 with the Internal Revenue Service and copies of Form 990 with states in which the Organization is registered, as required. The statute of limitations for examination of the Organization's returns expires three years from the due date of the return or the date filed, whichever is later. The Organization's returns for the years ended June 30, 2020, through 2022, are still open for examination and management anticipates the statute of limitations for the return for the year ended June 30, 2023, will expire in December 2026.

SIERRA JOINT OFFICE ON AGING, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023, and 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising Costs

Advertising costs are expensed as incurred. For the period ended June 30, 2023, and 2022, the Organization recorded \$315 and \$1,397 respectively in advertising expense.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Certain costs have been allocated to programs based on the allowable program's administrative purpose, not the allocable benefit of that cost to the program served.

The financial statements report certain other categories of expenses that are attributable to more than one program or support function. The expenses include salaries and benefits which are allocated based on job classification and management and general tasks. Expenses associated with occupying and maintaining facilities have been allocated to the respective functional area based on the number of employees. Other costs are classified in each functional category based on the underlying purpose of each transaction.

Budgets

Budgets for each federal project are prepared by management and approved by the Board of Directors. These budgets are prepared on the cash basis of accounting.

Accounts Receivable

The Organization considers its accounts receivable to be fully collectable. Accordingly, no allowance for bad debts is maintained, as accounts are written off when they are determined to be uncollectible. Generally Accepted Accounting Principles of the United States of American require that an allowance for uncollectible accounts be maintained in lieu of the direct charge-off method. However, in this case, management has determined that such an allowance would be immaterial with respect to the financial statements taken as a whole.

NOTE 3 – CASH, RESTRICTED CASH, AND CASH EQUIVALENTS

Cash and cash equivalents consist of the following:

	<u>6/30/2023</u>	<u>6/30/2022</u>
Demand deposits	\$ 707,829	\$ 683,623
Petty cash	100	100
Certificates of deposit	<u>4,471</u>	<u>4,016</u>
Total	\$ <u>712,400</u>	\$ <u>687,739</u>

The Organization maintains depository accounts with various financial institutions insured by the Federal Deposit Insurance Corporation. Balances in these accounts may at times exceed federally insured limits. The Organization has not experienced any losses on such accounts, and management believes it is not exposed to significant credit risk from these accounts.

SIERRA JOINT OFFICE ON AGING, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023, and 2022

NOTE 4 – DUE FROM GOVERNMENTAL ENTITIES

The amounts receivable consists of the following:

<u>Receivables:</u>	<u>6/30/2023</u>	<u>6/30/2022</u>
Title III - State of New Mexico	\$ 75,869	\$ 92,280
Title III - City of Elephant Butte	1,250	1,250
Title III - County of Sierra	12,625	12,500
Title III - City of Truth or Consequences	-	11,750
Title III - Village of Williamsburg	500	500
Total	\$ <u>90,244</u>	\$ <u>118,280</u>

NOTE 5 – PROPERTY AND EQUIPMENT

A summary of changes in property and equipment and accumulated depreciation as of June 30, 2023, follows:

	Balance June 30, 2022	Additions	Deletions	Balance June 30, 2023
Leasehold improvements	\$ 11,300	-	-	11,300
Equipment and furnishings	86,680	-	-	86,680
Right-of-use asset - Building	142,899	-	22,271	120,628
Total property & equip	240,879	-	-	218,608
Less:				
Accumulated amortization	(11,300)			(11,300)
Accumulated depreciation	(63,433)	(3,543)	-	(66,976)
	<u>(74,733)</u>	<u>(3,543)</u>	<u>-</u>	<u>(78,276)</u>
Net property & equip	\$ <u>166,146</u>	<u>(3,543)</u>	<u>-</u>	<u>140,332</u>

SIERRA JOINT OFFICE ON AGING, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023, and 2022

NOTE 5 – PROPERTY AND EQUIPMENT (CONTINUED)

A summary of changes in property and equipment and accumulated depreciation as of June 30, 2022, follows:

	Balance June 30, 2021	Adjustments	Additions	Deletions	Balance June 30, 2022
Leasehold improvements	\$ 11,300	-	-	-	11,300
Equipment and furnishings	86,680	-	-	-	86,680
Right-of-use asset - Building	-	142,899	-	-	142,899
Total property & equip	97,980	-	-	-	240,879
Less:					
Accumulated amortization	(11,300)				(11,300)
Accumulated depreciation	(59,888)	-	(3,545)	-	(63,433)
	(71,188)	-	(3,545)	-	(74,733)
Net property & equip	\$ 26,792	142,899	(3,545)	-	166,146

Depreciation expenses for the year ended June 30, 2023, and 2022 were \$3,543 and \$3,545, respectively.

NOTE 6 – RETIREMENT PLAN

The Organization adopted a 405(b)-retirement plan, which was effective July 1, 1995. The Organization matches one-third of an employee's contribution up to ten percent of their total pay. Total employer matching contributions for the years ended June 30, 2023, was \$3,820 and 2022 was \$2,163.

NOTE 7 – ECONOMIC DEPENDENCY

The Organization received approximately 89 percent and 87 percent of its revenues from federal and state contracts, grants, state, and local sources for the years ending June 30, 2023, and 2022, respectively.

NOTE 8 – CONTINGENCIES AND COMMITMENTS

Grants

The Organization receives financial assistance from state sources in the form of grants. The disbursements of the funds received are generally limited to specific compliance requirements as specified in the grant agreement. The state agencies reserve the right to review the scope of the audit and conduct a follow-up review if deemed necessary. Any disallowed claims resulting from such audits could become a liability of the Organization. The Organization, however, believes that liabilities resulting from disallowed claims, if any, will not have a material effect on the financial position.

SIERRA JOINT OFFICE ON AGING, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023, and 2022

NOTE 9 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

Sierra Joint Office on Aging, Inc. strives to maintain liquid financial assets sufficient to cover 90 days of general expenditures. The following table reflects the organizations financial assets as of June 30, 2023, and 2022:

Financial assets, at year end	6/30/2023	6/30/2022
Cash and cash equivalents	\$ 712,400	\$ 687,739
Accounts receivable	90,244	118,280
Financial assets available to meet cash needs		
for general expenditures for one year	\$ 802,644	\$ 806,019

NOTE 10 – SUBSEQUENT EVENTS

As of April 2, 2024 (date the financial statements were available to be issued), the Organization has evaluated events and transactions occurring subsequent to June 30, 2023 and 2022. Management believes that there are no material subsequent events that have arisen that would require accrual or disclosure.

NOTE 11 – UNRELATED BUSINESS INCOME

The Organization conducts activities that generate unrelated business income. Sierra Joint Office on Aging, Inc. has a thrift shop that sells donated items to the public and no federal tax resulted from the activities for the years ending June 30, 2023, and 2022, respectively. All items sold by the thrift shop are donated from citizens of the community. There are no purchased items acquired to be sold. The net proceeds are exempt from unrelated business taxable income.

NOTE 12 – LITIGATION

Through the ordinary course of its operations, the Organization has not been the subject to any claims and litigation. As of June 30, 2023, the Organization is not aware of any pending litigation which would have a material adverse effect on the Organization.

NOTE 13 – OPERATING LEASE AGREEMENT

On April 16, 2023, the Organization (Service Provider) entered into an agreement with the City of Truth or Consequences (Local Government) to provide services to the Local in return for use of Government-owned facility and 12 Local Government-owned vehicles. The Organization will provide the following services to Older Americans: 40,000 congregate meals, 38,800 Home Delivered Meals, 16,000 Transportation units, 1,200 Assisted Transportation units, 11,859 Homemaking units, and 864 Respite units on an annual basis. In regard to vehicles, the minimum value of the Services provided by the Service Provider annually under this Agreement shall be the equivalent of the fair market lease value for a similar vehicle or equipment based on the current Leased Cars, and Truck Index, Consumer Price Index – Urban, or other appropriate economic indicator as agreed to by the Parties. This operating and use agreement will be reviewed and renewed annually for up to eight years.

The following is a summary of the Organization's GASB 87 Lease Obligations for the year ended June 30, 2022:

SIERRA JOINT OFFICE ON AGING, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2023, and 2022

NOTE 13 – OPERATING LEASE AGREEMENT (CONTINUING)

Restated GASB 87 Implementation July 1, 2021	\$ <u>164,191</u>
Restated GASB 87 Implementation July 1, 2021	164,191
Principal Payments	<u>(21,292)</u>
GASB Lease Obligation, June 30, 2022	\$ <u>142,899</u>

Future lease obligations:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 22,271	\$ 5,988	\$ 28,259
2024	23,297	4,963	28,260
2025	24,370	3,890	28,260
2026	25,492	2,768	28,260
2027	26,666	1,594	28,260
2028	20,803	393	21,195
	\$ <u>142,899</u>	\$ <u>19,596</u>	\$ <u>162,494</u>

SUPPLEMENTARY INFORMATION

SIERRA JOINT OFFICE ON AGING, INC.
TITLE III PROGRAM
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES-BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2023

	Budgeted Amounts		Actual Amounts	Variance Favorable (Negative)
	Original	Final		
Revenues				
Federal pass through funding	\$ 83,605	83,605	76,175	(7,430)
State funding	676,010	676,010	669,049	(6,961)
Program revenue	44,200	44,200	54,724	10,524
Local revenue	92,500	92,500	50,743	(41,757)
Fundraising	6,000	6,000	-	(6,000)
<i>Total revenues</i>	<i>\$ 902,315</i>	<i>902,315</i>	<i>850,691</i>	<i>(45,624)</i>
Expenditures				
Salaries	663,491	663,491	524,900	138,591
Payroll taxes and benefits	80,906	80,906	65,567	15,339
Travel	3,950	3,950	9,072	(5,122)
Vehicle	29,000	29,000	36,201	(7,201)
Supplies	94,926	94,926	188,641	(93,715)
Maintenance	10,750	10,750	13,244	(2,494)
Rents	3,542	3,542	4,175	(633)
Insurance	4,000	4,000	24,706	(20,706)
Contract services	4,000	4,000	271	3,729
Other	7,750	7,750	12,565	(4,815)
<i>Total expenditures</i>	<i>\$ 902,315</i>	<i>902,315</i>	<i>879,342</i>	<i>22,973</i>
<i>Excess (deficiency) of revenues over expenditures</i>	<i>\$ -</i>	<i>-</i>	<i>(28,651)</i>	<i>(28,651)</i>

SIERRA JOINT OFFICE ON AGING, INC.
SENIOR EMPLOYMENT PROGRAM
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES-BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2023

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance Favorable (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
State funding	\$ 25,567	25,567	25,567	-
<i>Total revenues</i>	<i>\$ 25,567</i>	<i>25,567</i>	<i>25,567</i>	<i>-</i>
Expenditures				
Salaries	23,273	23,273	23,273	-
Payroll taxes and benefits	2,294	2,294	2,294	-
<i>Total expenditures</i>	<i>\$ 25,567</i>	<i>25,567</i>	<i>25,567</i>	<i>-</i>
<i>Excess (deficiency) of revenues over expenditures</i>	<i>\$ -</i>	<i>-</i>	<i>-</i>	<i>-</i>

See Notes to Financial Statements

**SIERRA JOINT OFFICE ON AGING, INC.
SENIOR COMPANION PROGRAM
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES-BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2023**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Favorable (Negative)</u>
Revenues				
State funding	\$ 46,350	46,350	36,194	(10,156)
<i>Total revenues</i>	<i>\$ 46,350</i>	<i>46,350</i>	<i>36,194</i>	<i>(10,156)</i>
Expenditures				
Salaries	16,432	16,432	16,432	-
Payroll taxes and benefits	1,866	1,866	1,683	183
Travel	972	972	972	-
Supplies	156	156	196	(40)
Insurance	171	171	171	-
Other	16,805	16,805	16,781	24
<i>Total expenditures</i>	<i>\$ 36,402</i>	<i>36,402</i>	<i>36,235</i>	<i>168</i>
<i>Excess (deficiency) of revenues over expenditures</i>	<i>\$ 9,948</i>	<i>9,948</i>	<i>(41)</i>	<i>(9,988)</i>

**SIERRA JOINT OFFICE ON AGING, INC.
FOSTER GRANDPARENT PROGRAM
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES-BUDGET (NON-GAAP BUDGETARY BASIS) AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2023**

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Favorable (Negative)</u>
Revenues				
State funding	\$ 42,469	42,469	22,052	(20,417)
<i>Total revenues</i>	<i>\$ 42,469</i>	<i>42,469</i>	<i>22,052</i>	<i>(20,417)</i>
Expenditures				
Salaries	16,432	16,432	16,432	-
Payroll taxes and benefits	1,683	1,683	1,683	-
Travel	739	739	470	269
Supplies	241	241	241	-
Insurance	171	171	171	-
Other	3,174	3,174	3,063	111
<i>Total expenditures</i>	<i>\$ 22,440</i>	<i>22,440</i>	<i>22,060</i>	<i>380</i>
<i>Excess (deficiency) of revenues over expenditures</i>	<i>\$ 20,029</i>	<i>20,029</i>	<i>(8)</i>	<i>(20,037)</i>



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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

The Board of Directors
Sierra Joint Office on Aging, Inc.
Truth or Consequences, New Mexico

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Sierra Joint Office on Aging, Inc. (Organization), which comprise the statement of financial position, as of June 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon April 2, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque



Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, LLP

Pattillo, Brown & Hill, L.L.P.
Albuquerque, New Mexico
April 2, 2024

**SIERRA JOINT OFFICE ON AGING, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
JUNE 30, 2023**

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of Auditor’s report issued:	<u>Unmodified</u>
Internal control over financial reporting: Material Weakness reported?	None
Significant deficiencies reported not considered to be material weaknesses?	None reported
Noncompliance material to financial statements noted?	None

SECTION II – FINDINGS – FINANCIAL STATEMENT AUDIT

None

SECTION III – SUMMARY OF PRIOR YEAR FINDINGS

None

Sierra Joint Office on Aging

EIN: 85-0254134 | T Or C, New Mexico, United States

Other Names

SIERRA JOINT OFFICE ON AGING INC

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ⓘ

Auto-Revocation List

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years.

Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.

Exemption Type: 501(c)(3) ⓘ

Exemption Reinstatement Date:

Revocation Date: 11-15-2021

Revocation Posting Date: 03-14-2022

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

[FinalLetter_85-0254134_SIERRAJOINTOFFICEONAGINGINC_05032022_00.tif](#)
https://apps.irs.gov/pub/epostcard/dl/FinalLetter_85-0254134_SIERRAJOINTOFFICEONAGINGINC_05032022_00.tif

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

✓ Tax Year 2018 Form 990

✓ Tax Year 2017 Form 990

✓ Tax Year 2016 Form 990



Business

Lien

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Business Search

As of 3/28/2025 we have processed all business filings received in our office through 3/26/2025.

To file an amendment on a Business Record, search for the business, and choose File Amendment from the slide out drawer.

You must be logged in to file amendments. Please click on the Log In button in the top right and log in. If you do not have an account, please create one. The credentials from the previous system did not transfer to this system.

Business Search Info: 

Advanced 

Results: 1

Name 	Business ID 	Entity Type 	Entity Sub-Type 
SIERRA JOINT OFFICE ON AGING, INC.	1047331	Domestic Nonprofit Corporation	Domestic Nonprofit

SIERRA JOINT OFFICE ON AGING, INC.



File Amendment



File Annual/Biennial Report



Request Certificate

Business Name	SIERRA JOINT OFFICE ON AGING, INC.
Status	Active
Initial Filing Date	01/25/1980
Entity Type	Domestic Nonprofit Corporation
Entity Sub-Type	Domestic Nonprofit
Formed In	New Mexico
Record #	1047331
AR Due Date	11/15/2025
Agent	Lisa Mattingly 360 W. 4th Ave., 360 W. 4th Ave., Truth or Consequences, NM 87901
Directors	Paul Johnson: Director Kell Took: Director Heather Williams: Director Juliette Sullivan: Director Ed Romero: Director
Officers	Marsha Plitterris: Co-Chair Kristie Wilson: Chair
Alternate Business Names	



View History



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.12

SUBJECT: Discussion/Action: FY 25/26 Allocation for Domestic Abuse Intervention Center Subrecipient Application

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 19, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres and City Manager Whitehead

Summary/Background:

Non-profit organizations submit applications requesting funding from the City's General Fund and the City's portion of Lodger's Tax. The application was presented and reviewed at the 4/3/25 City Commission budgetary meeting. The request is for the sum of \$3,500 to the Contractor for a one (1) year period commencing on July 1, 2025 and continuing through June 30, 2026.

Recommendation:

Consideration of allocation of funds for FY 25/26.

Attachments:

- Agreement
- Recipient Application

-

Fiscal Impact (Finance): Yes

\$3,500.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-25-25

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City", and **Domestic Abuse Intervention Center** herein referred to as "Contractor".

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$3,500 to the Contractor for a one (1) year period commencing on July 1, 2025 and continuing through June 30, 2026.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Clerk's Office in October 2025, January 2026, April 2026 and June 6, 2026. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given. Reports can be emailed to torcclerk@torcnm.org or kmartinez@torcnm.org

- C. Submit a written invoice in the amount of \$875.00 on a quarterly basis to the City Clerk's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2026.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above. Invoices can be emailed to torcclerk@torcnm.org or kmartinez@torcnm.org
- D. Organization's previous year's audit report or internal/informal financial statement is required no later than **June 30, 2026.**
- E. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____
Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Gary Whitehead, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Jocelyn Holguin, Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.13

SUBJECT: Discussion/Action: FY 25/26 Allocation for Companion Animal Action Team (CAAT) Subrecipient Application

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 19, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Clerk Torres and City Manager Whitehead

Summary/Background:

Non-profit organizations submit applications requesting funding from the City's General Fund and the City's portion of Lodger's Tax. The application was presented and reviewed at the 4/3/25 City Commission budgetary meeting. The request is for \$1,500 to the Contractor for a one (1) year period commencing on July 1, 2025 and continuing through June 30, 2026.

Recommendation:

Consideration of allocation of funds for FY 25/26.

Attachments:

- Agreement
- Recipient Application

Fiscal Impact (Finance): Yes

\$1,500.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 6-25-25

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City", and **Companion Animal Action Team** herein referred to as "Contractor".

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of \$1,500 to the Contractor for a one (1) year period commencing on July 1, 2025 and continuing through June 30, 2026.
2. Contractor shall, at a minimum:
 - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.
 - B. Submit a written quarterly report to the City Commission via the City Clerk's Office in October 2025, January 2026, April 2026 and June 6, 2026. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given. Reports can be submitted by email to torcclerks@torcnm.org or kmartinez@torcnm.org.

- C. Submit a written invoice in the amount of \$375.00 on a quarterly basis to the City Clerk's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2026.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above. Invoices can be submitted by email to torcclerks@torcnm.org or kmartinez@torcnm.org.
- D. Organization's previous year's audit report or internal/informal financial statement is required no later than June 30, 2026.
- E. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____
Print Name

2. Alternate's Phone No. _____

3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Gary Whitehead, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Jocelyn Holguin, Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

Print Name of Primary Representative

Signature of Alternate Representative

Print Name of Alternate Representative



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.14

SUBJECT: Discussion/Action – Approve and Accept JPA Sierra County Regional Dispatch Authority

DEPARTMENT: Police

DATE SUBMITTED: June 20, 2025

SUBMITTED BY: Chief Luis A. Tavizon

WHO WILL PRESENT THE ITEM: Chief Luis A. Tavizon

Summary/Background: The purpose of the Agreement is to provide intergovernmental cooperation between the County, the two (2) Cities, and the Village, in creating and funding the "Sierra County Regional Dispatch Authority" ("SCRDA") a public safety answering point (PSAP) for the centralized dispatching of area law enforcement and emergency services, and to allow entry by other political subdivisions or municipal corporations into this Joint Powers Agreement. The parties to this agreement understand that providing emergency 911 dispatch services by SCRDA as a PSAP is necessary to provide for the health, welfare, and safety of the citizens of their respective agencies.

Recommendation: Approve the JPA.

Attachments:

- New JPA

-

Fiscal Impact (Finance): No

The "City" pays annual costs to SCRDA.

Legal Review (City Attorney): Unknown

[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 6-25-25

**JOINT POWERS AGREEMENT
SIERRA COUNTY REGIONAL DISPATCH AUTHORITY**

THIS AGREEMENT is entered into this 18th, day of June, 2025, by and between the COUNTY OF SIERRA (County), a political subdivision; the CITY OF TRUTH OR CONSEQUENCES (City/T or C), a municipal corporation; the CITY OF ELEPHANT BUTTE (City/Elephant Butte), a municipal corporation, and the VILLAGE OF WILLIAMSBURG (Village), a municipal corporation; and supersedes and replaces the previous agreement dated August 4th, 2015.

The purpose of the Agreement is to provide intergovernmental cooperation between the County, the two (2) Cities, and the Village, in creating and funding the "Sierra County Regional Dispatch Authority" ("SCRDA") a public safety answering point (PSAP) for the centralized dispatching of area law enforcement and emergency services, and to allow entry by other political subdivisions or municipal corporations into this Joint Powers Agreement. The parties to this agreement understand that providing emergency 911 dispatch services by SCRDA as a PSAP is necessary to provide for the health, welfare and citizens of their respective agencies.

RECITALS

WHEREAS, the parties desire to cooperate with each other to the fullest extent allowed by law in order to establish and provide for a centralized communications center to expedite and improve public safety related communications dispatch functions in all political subdivisions jurisdictions; and

WHEREAS, it is anticipated that this effort will promote increased efficiency in providing for the health, safety and welfare of all the citizens of Sierra County and visitors to the county and that it is in the best interest of the community to establish a consolidated and centralized PSAP communications center such as SCRDA; and

WHEREAS, the parties are public agencies and are authorized by Section 11-1-1 et seq. NMSA 1978, and NMSA 1978, Section 63-9D-4(B) (2005), to enter into this agreement as the enhanced 911 customer; and

WHEREAS, the 2010 JPA and earlier versions of the JPA contemplated that the member entities would have primary responsibility for funding SCRDA, with each entity's contribution being stated in specified dollar amounts in those JPA's; and

WHEREAS, the Sierra County Commission has adopted Ordinance No. 14-006, providing for a Countywide Emergency Communications and Emergency Medical and Behavioral Health Services Tax pursuant to state law, said ordinance and tax being approved by the voters at the November, 2014 general election; and

WHEREAS, the gross receipts tax adopted by the county and approved by the voters is intended to provide the primary source of revenue for SCRDA with the member entities providing the balance of revenue necessary after taking into account all available funding sources.

NOW, THEREFORE, the parties agree as follows:

1.0 GENERAL PROVISIONS

- 1.1 Pursuant to the provisions of the Joint Powers Agreements Act, being NMSA 1978, Sections 11-1-1 et seq., and the Enhanced 911 Act, being NMSA 1978, Sections 63-9 D-1 et seq., the parties agree that a separate legal entity, known as SCRDA, shall be organized and empowered to exercise the common power as set forth herein.
- 1.2 The region to which the SCRDA will provide communications services shall be the incorporated and unincorporated areas of Sierra County, New Mexico.
- 1.3 The SCRDA shall operate a combined communications/dispatch center to serve the emergency services located in Sierra County, including, but not limited to, law enforcement, fire, EMS, and after hour utilities.

2.0 BOARD OF DIRECTORS (SCRDA Board)

- 2.1 The activities of the SCRDA shall be governed by a six (6) member board, consisting of a member of the governing body of the County of Sierra or its designee, a member of the governing body of the City of Truth or Consequences or its designee, a member of the governing body of the Village of Williamsburg or its designee, a member of the governing body of the City of Elephant Butte or its designee, the City of Truth or Consequences Chief of Police or his/her designee and the Sierra County Sheriff or his/her designee. The Chairman of the SCRDA Board is entitled to vote, though will reserve the right to exercise voting privileges to a tie breaking vote. Other agencies, such as contractual public safety agencies, may serve as associate members of the SCRDA Board with no voting powers.
 - 2.1.1 Board members are subject to the Governmental Conduct Act (NMSA 1978, Section 10-16-1 *et. seq*), as well as the member's appointing entities ordinances, regarding Governmental conduct.

- 2.1.2 A public safety agency that has a contractual agreement with SCRDA may designate an ex-officio, non-voting, member of the Board according to the terms of the agreement.
- 2.1.3 The Board shall elect a Chair, Vice-Chair, and such other officers as it deems necessary from among its regular members.
- 2.1.4 The Chair, or other officer acting in the Chair's place, shall have the same voting privileges as other regular members.
- 2.1.5 The Board shall determine the time and place of its meetings and in the manner of calling regular and special meetings in accordance with the provisions of the New Mexico Open Meetings Act.
- 2.2 The powers and duties of the Board shall be to:
 - a) Hire the Director of SCRDA;
 - b) Establish and adopt by-laws and internal rules, regulations and policies as it deems necessary to conduct the affairs of SCRDA, including, but not limited to, personnel matters;
 - c) Adopt and maintain its own personnel policy;
 - d) Establish a fiscal agent to be approved by the SCRDA Board;
 - e) Prepare and submit for approval an annual budget to the Parties of this Agreement. The preliminary budget shall be completed in February annually so the member entities may have the information for their budgeting process;
 - f) Revise the budget based on pledged (i.e. budgeted) and actual received receipts from the members of this agreement, contracts, grants, donations, and other sources of funding that were unknown or unanticipated at the time of budget preparation and approval;
 - g) Submit a quarterly activity report to the SCRDA Board, Entities and Members of the JPA; assure proper management and control of finances and property of SCRDA;
 - h) Acquire and approve all appropriate insurance contracts for coverage to protect the interests of the SCRDA and the parties to this Agreement, including but not limited to worker's compensation, general liability, unemployment compensation, and property damage. Liability insurance policies shall be reviewed on an annual basis and coverage will be increased when necessary.

Copies of the insurance coverage shall be provided or made available to the parties to this agreement annually;

- j) Prepare and approve applications for grants. Copies of all grants proposed for application shall be submitted to the fiscal agent for approval. SCRDA will submit board and fiscal agent approved grants. Grants will be administered by the Director; and,
 - k) Enter into contracts, memoranda of understanding and other agreements with other governmental, quasi-governmental and contractual public safety agencies as necessary for the operation of SCRDA.
- 2.3 The SCRDA Board shall not involve itself in the day-to-day operations of SCRDA, except as outlined above. The Director shall be in charge of the day-to-day operation of SCRDA. The Director shall be an exempt executive employee. The terms and conditions of the Director's employment shall be based upon a written Agreement approved by the SCRDA Board.
- 2.4 The SCRDA Board shall conduct an annual review of the Director's performance as outlined in the policies and procedures.
- 2.5 SCRDA Board will develop a Standard Operating Guideline for Data Sharing.

3.0 THE DIRECTOR DUTIES

- 3.1 The Director shall be responsible for:
- a) Day-to-day operations;
 - b) Reporting to the SCRDA Board on all SCRDA operations;
 - c) Enforcing and carrying out all rules and regulations and policies enacted by the SCRDA Board;
 - d) Performing such duties as outlined in the personnel policies and procedures;
 - e) Providing the Director's annual "Scope of Work" document at the May SCRDA Board meeting for the Board for consideration.
- 3.2 SCRDA "Standard Operating Guidelines" shall be in place, but continually updated and approved by the SCRDA Board.
- 3.3 No SCRDA Personnel shall be required to perform any administrative duties for any emergency provider.

4.0 PERSONNEL

- 4.1 All SCRDA personnel shall be employees of SCRDA and not employees of the fiscal agent.
- 4.2 The Fiscal Agent will be responsible for housing all payroll and benefits documentation for SCRDA employees.

5.0 FINANCES AND BUDGETING

- 5.1 The fiscal agent shall collect all revenues accruing to and make all disbursements for the SCRDA, including providing a monthly expense and revenue report.
- 5.2 Budget Process.
 - 5.2.1 Revenue Sources. SCRDA derives revenue from different sources, which may be added to or removed from time to time. At the current time, revenue sources are as follows:
 - Sierra County Emergency Communications and Emergency Medical and Behavioral Health Services Tax, Ordinance No. 14- 006, pursuant to NMSA 1978, § 7-20E-22, in the maximum amount of ¼ percent;
 - State of New Mexico E-911 grant funds, pursuant to NMSA 1978, §§ 63-9D-1 et seq.
 - Member entity contributions; and
 - Miscellaneous contracts and fees.
 - 5.2.2 Budget Preparation. The Board shall prepare a proposed budget for presentation to the member entities in a timely manner each fiscal year. The proposed budget shall include projected revenues from all non- member entities, including, but not limited to, those sources listed in section 5.2.1 above. After accounting for projected revenues from non- member entities, the Board shall determine the deficit, if any, to be covered by member-entity contributions.
 - 5.2.3 Member Contributions. The deficit to be covered by member-entity contributions in section 5.2.2 shall be modified on an annual basis, and apportioned among the participating entities based on calls of service volume for the prior calendar year.

- City of Truth or Consequences

Percentage based on proportionate utilization of calls for service

- County of Sierra

Percentage based on proportionate utilization of calls for service

- Village of Williamsburg

Percentage based on proportionate utilization of calls for service

- City of Elephant Butte

Percentage based on proportionate utilization of calls for service

- Sierra Vista Hospital

Percentage based on proportionate utilization of calls for service

Each respective entity shall pay its portion on a quarterly basis.

- 5.2.4 Budget Components. The budget shall follow the format prescribed by the New Mexico Department of Finance and Administration. Expenditure line items that are to be reimbursed or otherwise paid for with grant funds shall specifically identify the funding source and corresponding revenue line item. The budget shall include a line item for reserve funds in such amount as may be required by the Department of Finance and Administration, but in no event less than one-twelfth of the total expenditure budget.
- 5.3 Operating funds of SCRDA shall be held in a separate fund by the fiscal agent. All funds received pursuant to the Enhanced 911 Act shall be utilized and maintained as set out in the Act.
- 5.4 Each member-entity shall be responsible for budgeting and approving its allocated share of SCRDA projected budget, consistent with any limitations imposed by the Bateman Act, NMSA 1978, 6-6-11.
- 5.5 No Party to this agreement shall have any liability to pay for any debt or other obligation incurred by SCRDA unless there is a specific written agreement to do so accompanied by an appropriation approved with the requisite formalities.

- 5.6 Any funds received from the parties to this agreement by SCRDA in excess of its actual annual expenses shall be placed in SCRDA's reserve fund. SCRDA Board shall be strictly accountable and responsible through its Director for the proper expenditure of all public funds.
- 5.7 SCRDA shall use funds provided pursuant to this JPA solely for the uses set forth herein.
- 5.8 In the event of an emergency where monies will need to be made available to SCRDA and the expended amounts are subject to reimbursement according to the Enhanced 911 Grant, the fiscal agent may provide the required funding upon approval of SCRDA Board and the Governing Board of the fiscal agent, to be reimbursed from the Grant upon receipt of the Grant funds.
- 5.9 The SCRDA Board and the Fiscal Agent will develop a "Standard Operating Guideline" for the payment of all monetary obligations incurred by SCRDA.
- 5.10 Budget adjustments to accept grant or other non-entity funds will be approved by SCRDA Board and do not require approval of the entities.
- 5.11 Budget adjustments to reduce expenses due to non-receipt of funding from any sources will be approved by SCRDA Board and do not require approval of the entities.

6.0 EQUIPMENT

- 6.1 SCRDA will make and maintain an inventory of all radio and other equipment owned by SCRDA. The inventory shall include the source(s) of funding for each piece of equipment over \$5,000 in value and all equipment purchased using grant funds.
- 6.2 Upon this JPA's expiration or termination, if there is no follow-on PSAP, equipment funded by grants will be distributed as required by the grant/granting authority. Equipment purchased by SCRDA funds will be distributed in proportion to each governmental entity's contribution for the prior fiscal year. With the exception of revenue from the County's Emergency Communications Gross Receipts Tax, non-grant funds in SCRDA's possession will be distributed in proportion to each governmental entity's contribution for the prior fiscal year. The County's Emergency Communications Gross Receipts Tax will be returned to the County alone.

If there is a follow-on PSAP, equipment will be distributed to the follow-on PSAP.

7.0 BOOKS AND RECORDS

- 7.1 SCRDA shall maintain adequate and correct accounts of its funds, properties and business transactions, said accounts shall be open to inspection at any reasonable time by the parties hereto, their accountants or their agents. SCRDA shall cause an annual audit to be conducted, and the audit shall be conducted by their fiscal agent, approved by the State auditor. SCRDA shall submit a copy of said audit to each of the parties.
- 7.2 Within 90 days after the end of each fiscal year, SCRDA shall prepare and present to the parties a comprehensive annual report of the SCRDA's activities and finances during the preceding year. On a quarterly basis, SCRDA shall prepare and present to the respective jurisdictional boundaries and law enforcement agencies a listing of activities by category of calls received.
- 7.3 The SCRDA Director shall prepare and present such other reports as may be required by law, regulation or contract to any authorized governmental agency.
- 7.4 Because the operating records of SCRDA are subject to the Inspection of Public Records Act (NMSA 14-2-1 *et. seq.*), SCRDA Board will designate the custodian of records for SCRDA.

8.0 TERMINATION OF AGREEMENT AND WITHDRAWAL OF MEMBER ENTITIES.

- 8.1 This Agreement will become effective upon the later of approval by the party entities and by the Department of Finance and Administration. The term of this Agreement shall be perpetual, unless terminated sooner as herein provided.
- 8.2 This agreement may be terminated at any time by agreement of all of the member entities, or by withdrawal of all the member entities.
- 8.3 A member entity may withdraw from its participation in this JPA at any time upon approval of the Local Government Division of the Department of Finance and Administration. A withdrawing member entity shall be responsible for its share of the budget through the end of the then-current fiscal year. Pursuant to the State Regulation and any change in provisions must be with another PSAP. Except as otherwise provided upon the dissolution of SCRDA or as otherwise agreed by the member entities, a

withdrawing member entity is not entitled to any equipment or funds provided within SCRDA. This JPA shall continue in full force and effect upon withdrawal of one or more member entities, provided that the remaining member entities shall amend such terms and conditions of this JPA as are necessary to affect its purposes.

- 8.4 If any provision of this Agreement is subsequently held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and the remaining provisions of this Agreement would continue in full force and effect, unless the fulfillment of the purpose of the Agreement is rendered impracticable.

9.0 AMENDMENTS

- 9.1 Any entity of this agreement may propose an amendment to this agreement. This agreement may be reviewed and or amended by the entities from time to time. Any agreement must be in writing by all parties to this Agreement and requires approval of the Department of Finance and Administration.

10.0 LIABILITY PROVISION

- 10.1 No party shall be responsible for liability incurred as a result of another party's acts or omissions in connection with this Agreement. Any liability incurred as a result of this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act and Enhanced 911 Act.

In accordance with NMSA 1978, Sections 11-1-5 (1961), it is expressly declared that SCRDA is a separate and independent legal entity from the City of Truth or Consequences, County of Sierra, City of Elephant Butte and the Village of Williamsburg, which are the entities that make up the JPA. The members of SCRDA Board, its officers, and members of the JPA shall not be personally held liable for any acts performed or omitted in good faith by any SCRDA employee.

Any privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the parties to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Joint Powers Agreements Act, Sections 11-1-1 to 11-1-7, NMSA 1978.

10.2 INSURANCE- LIABILITY

SCRDA shall obtain insurance to cover any suit that may be brought against SCRDA. All liability insurance policies shall list the City of Truth or Consequences, the Village of Williamsburg, the County of Sierra and the City of Elephant Butte as additional insureds. SCRDA shall fully and completely defend, save and hold harmless the City of Truth or Consequences, the Village of Williamsburg, the County of Sierra and the City of Elephant Butte and the members of each such governing body, individually and in their official capacities, from all costs, expenses, and judgments, all claims, actions and proceedings arising from or relating to the activities of the SCRDA. SCRDA shall annually provide each participating entity with copies of satisfactory documentation of such insurance coverage, naming each such entity an additional insured.

11.0 APPROPRIATIONS

- 11.1 Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature and each governing body.

12.0 GOVERNING LAW

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

SIGNATURES:

APPROVED, ADIPTED, AND PASSED ON THIS ____ Day of _____, 2025

BOARD OF SIERRA COUNTY COMMISSIONERS

TRAVIS DAY, COMMISSION CHAIR

JAMES PAXON, COMMISSION VICE CHAR

HANK HOPKINS, COMMISSIONER

ATTEST BY:

AMY WHITEHEAD, COUNTY CLERK

APPROVED, ADIPTED, AND PASSED ON THIS ____ Day of _____, 2025

CITY OF TRUTH OR CONCEQUENCES

BY: _____
GARY WHITEHEAD, CITY MANAGER

ATTEST: _____
ANGELA A. TORRES, CITY CLERK

DATE: _____

APPROVED, ADIPTED, AND PASSED ON THIS ____ Day of _____, 2025
CITY OF ELEPHANT BUTTE

BY: _____
PHILLIP MORTENSEN, CITY MAYOR

ATTEST: _____
LINDSEY COLEIGH, CITY CLERK

APPROVED, ADIPTED, AND PASSED ON THIS ____ Day of _____, 2025
VILLAGE OF WILLIAMSBURG

BY: _____
DEB STUBBLEFIELD, VILLAGE MAYOR

ATTEST: _____
AMANDA B. CARDONA, VILLAGE CLERK

DATE: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION

BY: _____
DFA LOCAL GOVERNMENT DIVISION

DATE: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: June 25, 2025

Agenda Item #: E.15

SUBJECT: Discussion/Action – Approve and Accept 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Funding

DEPARTMENT: Police

DATE SUBMITTED: June 20, 2025

SUBMITTED BY: Chief Luis A. Tavizon

WHO WILL PRESENT THE ITEM: Chief Luis A. Tavizon

Summary/Background: The application for the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program contingency funding has been submitted. The City of Truth or Consequences Police Department has been awarded \$12,025.00 for equipment listed by the agency.

Recommendation: Approve the award amount listed above for the purchase of specified law enforcement equipment (vehicle-mounted radars for speed enforcement)

Attachments:

-
-

Fiscal Impact (Finance): No

Legal Review (City Attorney): No

Approved For Submittal by: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 6-25-25



New Mexico

Department of Public Safety

MICHELLE LUJAN GRISHAM
GOVERNOR

JASON R. BOWIE
CABINET SECRETARY

W. TROY WEISLER
CHIEF / DEPUTY SECRETARY

SYLVIA M. SERNA
DEPUTY SECRETARY

May 15, 2025

Chief of Police, Luis Tavizon
City of Truth or Consequences Police Department
507 McAdoo Street
Truth or Consequences, NM 87901

Dear Chief Tavizon:

On behalf of the New Mexico Department of Public Safety, it is my pleasure to inform you that your application for the 2024 Edward Byrne Memorial Justice Assistant Grant (JAG) Program has been recommended for funding. The City of Truth or Consequences, on behalf of the Truth or Consequences Police Department has been awarded **\$12,025.00**. The 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) grant award will be effective from July 1, 2025, through June 30, 2026.

In addition, all subgrantees who receive funding may be required to attend the Drug Enforcement Advisory Council (DEAC) meetings, which are on a quarterly basis, as part of the award agreement.

If you have any questions regarding this correspondence, please contact Patricia Romero, Grants Management Bureau Chief, at (505) 487-6483.

Sincerely,

Jason R. Bowie
Cabinet Secretary

JRB:ob

Subgrantee Name: Truth or Consequences Police Department

Subgrantee Agreement Number: 24-JAG-TORC-FY26

Award Amount: \$12,025.00

Subgrantee UEI Number: JVMMNF6K1FM5

Grant Term: July 1, 2025 – June 30, 2026

2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

This Subgrant Agreement made effective July 1, 2025, by and between the New Mexico Department of Public Safety, acting through the Administrative Services Division - Grants Management Bureau (GMB) herein referred to as the “**BUREAU**” and the **City of Truth or Consequences**, serving as the Fiscal/Fiduciary Agency for the **Truth or Consequences Police Department**, as the Program herein, jointly referred to as the “**SUBGRANTEE**.”

WHEREAS, this Subgrant Agreement is made by and between the Bureau and the Subgrantee, pursuant to The Edward Byrne Memorial Justice Assistance Grant (JAG) Program, specifically authorized under 34 U.S.C. §§ 10151 - 10158, (CFDA #16.738) which is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

WHEREAS, the New Mexico Department of Public Safety is the designated State Administering Agency (SAA) in New Mexico that may apply for the JAG formula grant and administer funds to other state agencies and local units of government. The NMDPS is responsible for conducting coordinated and transparent strategic planning, along with the implementation of structural reforms that improve the administration of justice. Strategic planning is utilized to analyze crime trends, evaluate the priorities of all segments of the criminal justice system, set out a plan for reducing crime and victimization, and guide the use of the grant funds. The Bureau is, therefore, responsible for: coordination of JAG funds among state and local justice initiatives; preparation and submission of the state JAG application; administration of JAG funds including establishing funding priorities; distribution of funds; supervision of the Subgrantees' compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to subgrantees; and is responsible for submitting financial reports, programmatic reports, performance measures, any other necessary subgrant information, and closes out the awards to BJA. The Bureau is responsible for the fiscal management of this award and will provide leadership and technical assistance to all subgrantees in identifying programmatic needs, preparing JAG subgrant proposals, and administering JAG subgrant awards; and

WHEREAS, it is necessary for the subgrantee to enter into this Subgrant Agreement with the Bureau in order to receive and expend funds from the JAG Program for the purpose of implementing activities that qualify for funding under the JAG Program; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE: PURPOSE

1. The purpose of the Agreement is to specify and delineate the rights and duties of the parties hereto as described in the 2024 JAG program solicitation, and any other relevant rules, laws, and regulations.

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, law enforcement overtime, equipment, supplies, contractual support, and information systems for criminal justice. The award shall not be used for research and development. The funding for the 2024 JAG award is as follows:

Federal Award Identification Number: 15PBJA-24-GG-04323-JAGX

Award Date: November 4, 2024

Amount Awarded: \$1,873,193.00

Total Subgrantee Pass through: \$1,685,874.00

Federal Award Identification Number: 107000275

CFDA #16.738

2. The NMDPS and the New Mexico Drug Enforcement Advisory Council (DEAC) have vetted the adoption of two main purpose areas for the 2024 Byrne JAG grant application. Program purpose areas for the FY2026 funding cycle have been limited to:

A. Law Enforcement Programs

B. Prevention and Education Programs

SECTION TWO: SCOPE OF WORK

- The subgrantee agrees that it shall implement its program as detailed in their submitted 2024 Edward Byrne Justice Assistance Subgrant (JAG) Program Application (attached and incorporated herein as Attachment A). Specifically, the subgrantee shall use grant funds to achieve the following goals and objectives.
- **Goal #1 – Purchase software.**
 - **Objective: Install mandated CJIS Software upgrade.**
- **Approved Grant Funding for Implementation of Goals and Objectives is as follows:**
 - **CJIS Software @ \$12,025.00**

TOTAL FUNDING = \$12,025.00

- The subgrantee agrees to, at a minimum, demonstrate an emphasis on effective, evidence-based strategies that use intelligence and all available data to focus on reducing violent crime and drug trafficking. A detailed program description is incorporated herein as part of the Subgrantee's Application (attached and incorporated herein as Attachment A).
- The subgrantee agrees to provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.

SECTION THREE: TERMS OF THIS SUBGRANT AGREEMENT

1. This Subgrant Agreement shall become effective July1, 2025 and shall terminate on June 30, 2026.
2. The subgrantee may not obligate, expend, or request any funds under this award until a budget reflecting the final award amount has been received and approved by the Bureau; and

3. The Bureau shall evaluate the subgrantee's program's progress to determine if the subgrantee is on track to expend funds by the end of the Subgrant Agreement period. Spending reviews are scheduled to occur at mid-year and after the third quarter of the grantee period. If it appears funds will not be fully expended by the end of the Subgrant Agreement period, the Bureau will make a recommendation to the DEAC Budget and Funding Sub-Committee to amend the Subgrant Agreement's budget in an effort to revert funds. This action may occur prior to the end of the Subgrant Agreement period to allow for funding to become available for other subgrantee programs.
 - A. If extenuating circumstances exist, applicants may petition the DEAC Budget and Funding Sub-Committee for relief from the reversion of unexpended funds.
 - B. Upon review and analysis of the petition, the Budget and Funding Sub-Committee through the Bureau shall forward their recommendation to the Secretary of the Department of Public Safety for disposition.
 - C. In all cases, the Secretary of the Department has the final authority in determining if the reversion shall occur.
4. This Subgrant Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document, or its amendments, is not part of this Subgrant Agreement and not enforceable pursuant to this Subgrant Agreement. Performance of all duties and obligations herein shall conform with, and shall not contravene, any state, local, or federal statutes, regulations, rules, or ordinances.
5. In the event that, due to unusual circumstances, it becomes apparent that this agreement cannot be brought to full completion within the time period set forth in this Section, the Subgrantee shall notify the Bureau, in writing, at least forty-five (45) calendar days prior to the termination date of this Agreement to request a Subgrant Agreement extension.

SECTION FOUR: SUBGRANTEE DUTIES AND RESPONSIBILITIES

Subgrantee must adhere to the following duties and responsibilities, and other terms and conditions under this Subgrant Agreement in order to receive the compensation described in Section Five.

1. Act in the capacity as the fiduciary for this Program.
2. Include the Subgrant Agreement number on all correspondence and submittals to the Bureau.
3. Have the program commenced and operational within ninety (90) days of the last signatory executing this Subgrant Agreement. If the subgrantee's program has not commenced or is not operational within ninety (90) days, the subgrantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, the subgrantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the subgrantee's program, at the Bureau's discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs.
4. Submit all program-related contracts, subcontracts, agreements, and subsequent contracts to the Bureau for review and approval prior to execution.
5. Provide the Bureau for its review for compliance and approval in writing, prior to any overtime being reimbursed, the overtime policy for all participating agency(s), if applicable.

6. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Subgrant Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the subgrantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Subgrant Agreement.
7. Understand and agree that the Bureau, Department of Justice (DOJ) (including OJP and the Office of the Inspector General (OIG)) and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents in any form) related to this award, including such records of any Subgrantee, contractor, or sub-contractor.
8. Understand and agree that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the subgrantee (or of any contractor or sub-contractor) regarding transactions related to this award.
9. Have both fiscal and programmatic personnel attend trainings when provided by the Bureau.
10. The subgrantee agrees they will submit to the Bureau for review and approval any curricula, training materials, or other written materials that will be published, including web-based materials and web site content, or any publications (written, visual, or audio, but excluding press releases, notices, newsletters, and issue analyses) issued by the subgrantee describing programs funded in whole or in part by this agreement. The subgrantee shall submit the above-stated material to the Bureau at least forty-five (45) working days prior to the targeted dissemination date or public release. All materials must contain the following:

"This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

11. The subgrantee agrees to have a representative attend quarterly Drug Enforcement Advisory Council (DEAC) meeting and be able provide a report on program progress if requested.
12. The subgrantee agrees to submit the minutes from all quarterly Region Board meetings to the Bureau;
13. The Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the subgrantee prior to each visit. Further, the subgrantee understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
14. Per 2 C.F.R. §200.313 requirements, post-award property standards will continue to be managed for all equipment purchased with Federal grant funds over \$10,000.00. The NMDPS GMB requires that Property/Equipment Inventory Reports continue to be provided annually by the deadline of January 30 until disposition of all property/equipment purchased with these grant funds with a fair market per-unit value of over \$10,000.00, or it is transferred, replaced, or otherwise disposed of. No property or equipment shall be disposed of without prior approval by the NMDPS GMB. Records for property and equipment acquired with Federal funds must be retained for (3) three years after the close of the grant award. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its Subgrantee(s) with Subgrant Agreement funds, will be governed by the provisions of NMAC 2.20.1 and 45 CFR 74.34 or 45 CFR 92.32, as applicable.

15. The subgrantee should enforce the federal law that protects federal employees against reprisal for whistleblowing. A whistleblower is an employee of Federal contractor, subcontractor or grantee who discloses information that the individually reasonably believes is evidence of gross mismanagement of a Federal contract or grant; gross waste of Federal funds; abuse of authority relating to Federal contract or grant; substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

In addition, under the National Defense Authorization Act of 2013 (NDAA), it is illegal for an employee of a Federal contractor, subcontractor, or grantee to be discharged, demoted or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

In the event that a DOJ contractor, subcontractor and grantee report allegations of what they reasonably believe to be wrongdoing, and believe that retaliation has occurred, they may file a complaint under the NDAA with the OIG which will investigate the matter. Information on how to report suspected reprisal to the OIG is available at: <http://oig.justice.gov/hotline/>.

For further information about whistleblower rights and protections, please see the Whistleblower Protection page on OIG's website at: <https://oig.justice.gov/hotline/whistleblower-protection.htm>.

16. The subgrantee agrees that funds received under this award will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities. The subgrantee understands that the Bureau will not reimburse any portion of salaries paid for existing general fund employees/staff.

SECTION FIVE: SUBGRANTEE COMPENSATION AND PAYMENT

1. Upon approval of the subgrantee's satisfactory completion of all work and services required to be performed under the terms of this Subgrant Agreement, and in compliance with all other Subgrant Agreement terms herein stated, the Bureau shall reimburse the subgrantee a sum up to, and not to exceed **TWELVE THOUSAND TWENTY FIVE DOLLARS (\$12,025.00)**.
2. **All payments shall be made on an actual cost reimbursement basis.** The subgrantee shall submit a completed Request for Reimbursement (RFR) form along with all appropriate supporting documentation.
 - A. RFR forms shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month in which there were grant expenditures.
 - B. A Final RFR must be submitted to the Bureau for review and approval no later than thirty (30) days following the termination date of this Subgrant Agreement. Failure by the subgrantee to timely submit the final RFR, including all supporting backup documentation, may result in an Administrative Closeout by the Bureau. If an Administrative Closeout takes place, any remaining expenditures may not be reimbursed, which may have a negative effect on Subgrantee's ability to obtain funding in the future.
 - C. If there are no expenditures to claim on an RFR, the subgrantee is required to complete the RFR coversheet indicating zero expenditures are being claimed for that month.
 - D. No RFR will be processed if, in the judgment of the Bureau, the subgrantee is in violation of any section of this Subgrant Agreement.

3. The subgrantee understands and acknowledges that Reimbursement of travel expenses, if applicable, will be reimbursed per the New Mexico State Per Diem and Mileage Act (10-8-1 through 10-8-8 NMSA 1978), subgrantee's approved travel policy, or the approved federal rates per GSA. Agencies will provide backup to support travel expenditures including but not limited to itemized receipts and/or invoices.
4. Upon the completion of this Agreement, any portion of subgrantee's unexpended funds revert back to the New Mexico Department of Public Safety.
5. No matching requirement exists for this program.

SECTION SIX: SUBGRANTEE REPORTING REQUIREMENTS

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the subgrantee is required to complete and submit programmatic reports.

1. The subgrantee shall submit Quarterly or Semiannual Progress Reports. Progress reports shall be submitted within 15 days after the reporting period ends, for the life of the award to the Bureau for review and approval. The final report will be due no later than fifteen (15) days after expiration of funding. The schedule is as follows:

Quarterly: July 1st – September 30th, Progress Report due October 15th

Quarterly: October 1st – December 31st, Progress Report due by January 15th

Quarterly: January 1st – March 31st, Progress Report due by April 15th

Quarterly: April 1st – June 30th, Progress Report due by July 15th

OR

Semiannual: January 1st – June 30th, Progress Report due July 15th

Semiannual: July 1st – December 31st, Progress Report due January 15th

The Bureau will provide proper guidance for Progress Reports pertaining to this program; and

2. In addition, Monthly Progress Reports must be submitted to the Bureau along with the request for reimbursement. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future high-risk designation.
3. The subgrantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Bureau. The Bureau will notify the subgrantee of any additional reporting requirements as they are imposed.
4. The subgrantee understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis;
5. The subgrantee must collect, maintain, and provide to the Bureau data that measures the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified

in the program solicitation, or as otherwise specified by the Bureau. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Bureau, by written notice to the subgrantee, shall have the right to terminate this agreement if, at any time, in the judgment of the Bureau the provisions of this agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand a refund of all or part of the funds dispersed to the subgrantee. The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on the subgrantee for the following reasons:

1. Pursuant to 28 C.F.R. Part 18, the Bureau may suspend or terminate funding under this award before the completion of the project funded by this award for the subgrantee's failure to comply with the certifications and conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the subgrantee will be unable to draw down funds until the Bureau determines that the Subgrantee is in compliance;
2. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law;
3. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding;
4. Failing to submit reports required by Section Six; or
5. Filing a false certification with the application, this Subgrant Agreement, or in other reports or documents.
6. The subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
7. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the Subgrantee's Application;
8. Failing to adhere to the requirements in this Subgrant Agreement;
9. This Subgrant Agreement may be terminated by the subgrantee upon written notice delivered to the Bureau at least thirty (30) days in advance. Such termination does not nullify subgrantees obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this subgrant agreement shall be in effect until completed, unless terminated early pursuant to this Subgrant Agreement.

Before imposing sanctions, the Bureau will provide reasonable notice to the subgrantee of its intent to impose sanctions and will attempt to resolve the issue in an expeditious manner.

SECTION EIGHT: SUBGRANTEE CERTIFICATIONS AND CONDITIONS

As a requirement in accepting this award, all Subgrantees must adhere to the following.

1. Compliance with restrictions on the use of federal funds-prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition:

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards) and are incorporated by reference here.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the subgrantee must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subgrantee (and any subrecipient at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subgrantee is to contact the Bureau or OJP promptly for clarification.

3. Requirement to report actual or imminent breach of personally identifiable information (PII)

The subgrantee (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)

- (a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or

(b) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Bureau no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the subgrantee, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subgrantee that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Bureau or OJP taking appropriate action with respect to the subgrantee and the award. Among other things, the Bureau or OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

5. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38. Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except

when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets our rules and requirements that pertain to subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Subgrantees that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 23 CFR Part 38, Appendix C, section (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverviews2024/civilrightsrequirements>.

6. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination- 28 C.F.R. Part 42
The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

7. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

8. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
The subgrantee (at any tier) must comply with, and is subject to, all applicable provisions of 41

U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the Bureau for guidance.

9. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subgrantee, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "DOJ Grants Financial Guide").

10. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2026)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm> and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

11. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the subgrantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The subgrantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

12. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subgrantee agrees to comply with the DOJ Grants Financial Guide.

13. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

14. Employment eligibility verification for hiring under the award

A. The subgrantee (and any subrecipient at any tier) must—

1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subgrantee properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
2. Notify all persons associated with the subgrantee (or any subrecipient) who are or will be involved in activities under this award of both—
3. this award requirement for verification of employment eligibility, and
4. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
5. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
6. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

B. Monitoring

The subgrantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

C. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

D. Rules of construction**1. Staff involved in the hiring process**

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

2. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subgrantee may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subgrantee uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

3. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.**4. Nothing in this condition shall be understood to authorize or require any subgrantee, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.****5. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subgrantee, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).**

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to the Bureau, before award acceptance.

15. Restrictions and certifications regarding non-disclosure agreements and related matters

No subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or

restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this award, the subgrantee—

1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the subgrantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts or both—

a. it represents that—

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

16. All subawards ("subgrants") must have specific federal authorization

The subgrantee at any tier must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

17. Requirements related to System for Award Management and Universal Identifier Requirements

The subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the subgrantee) the unique entity identifier required for SAM registration.

The details of the subgrantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

18. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subgrantee, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subgrantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See

31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact the Bureau for guidance, and may not proceed without the express prior written approval of the Bureau.

19. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The subgrantee must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement>

(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here.

20. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subgrantee, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantees or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

The details of the subgrantee's obligations related to prohibited conduct related to trafficking in

persons are posted on the OJP web site at [https://ojp.gov/funding/Explore/ProhibitedConduct-](https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm)

[Trafficking.htm](https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm) (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The subgrantee must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the Bureau by--(1) mail directed to: New Mexico Department of Public Safety, Attn: Grants Management Bureau, 4491 Cerrillos Road Santa Fe, NM 87507; (2) email to: DPS.GMS@state.nm.us; and/or (3) at (505) 487-6483 (phone).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

22. Cooperating with OJP Monitoring

The subgrantee agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The subgrantee agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the subgrantee agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subgrantee's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

23. Justice Sharing Information

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The subgrantee must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <https://bja.ojp.gov/program/it/gsp-grant-condition>. The subgrantee must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

24. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

25. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the subgrantee must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The subgrantee may not satisfy such a fine with federal funds.

26. Protection of human research subjects

The subgrantee must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

27. Confidentiality of data

The subgrantee must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

28. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

29. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Bureau prior to obligation or expenditure of such funds.

30. Compliance with National Environmental Policy Act and related statutes

Upon request, the subgrantee must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the Bureau or by a subgrantee. Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the subgrantee agrees to contact the Bureau.

The subgrantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subgrantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- A. New construction;
- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- D. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subgrantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subgrantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the subgrantee's or its subrecipients' existing programs or activities that will be funded by these award funds, the subgrantee, upon specific request from the Bureau, agrees to cooperate with the Bureau in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

31. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

32. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the Bureau and the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

33. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from the Bureau in accordance with BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

34. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subgrantee uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subgrantee must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the subgrantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subgrantee compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

35. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

36. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If subgrantee uses funds under this award to purchase body armor, the subgrantee must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The Bureau must keep signed certifications on file for any subgrantees planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

37. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation, and penalties for abuse of the program.
38. The subgrantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

39. In accepting this award, the subgrantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the subgrantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Subgrantees utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

40. De-confliction

A subgrantee shall participate in the case and subject de-confliction process through the New Mexico High Intensity Drug Trafficking Area (HIDTA)/New Mexico Investigative Support Center (NMISC).

41. All funds awarded under this Subgrant Agreement must be used in accordance with federal statutes, regulations, and the terms and conditions of the Federal award.

42. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Bureau determines that the subgrantee is a high-risk grantee.

43. Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

SECTION NINE: SUBGRANTEE AUDIT REQUIREMENTS

The subgrantee agrees to comply with the 2 C.F.R. 200 Uniform Guidance Subpart F Audit Requirements.

1. The Bureau will review the most recent Audit report as a part of subgrantee monitoring; and
2. The Bureau may request that a Corrective Action Plan be submitted in response to audit findings and recommendations disclosed in the report which may impact the fiscal and/or programmatic management of this grant.

SECTION TEN: AMENDMENTS, MODIFICATIONS, AND SEVERABILITY

1. The subgrantee agrees to make no change in its Application (attached and incorporated herein as Attachment A of this Sub-Agreement), which includes, but is not limited to, subgrantee's goals and objectives and detailed budget, without complying with the Bureau's amendment procedures provided in this Subgrant Agreement and upon the receipt of the Bureau's approval prior to any changes being made.
2. Amendments may be submitted by the subgrantee to request program changes and/or corrections for any programmatic, administrative, or financial change associated with this Agreement;
 - a. Upon receipt of the extension request, the subgrantee and the Bureau shall review the work accomplished to date and determine whether there is a need or sufficient justification to amend this Subgrant Agreement to provide additional time for completion of the program. The maximum allowable extension for any program shall be twelve (12) months. An extension is contingent upon the Bureau receiving authorization for the extension of the grant award from the NIJ.
3. The Bureau, by written notice to the subgrantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and
4. The Bureau, by written notice, has the right to deny any amendment or budget modification request.
5. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect; and

SECTION ELEVEN: SUBGRANTEE REPRESENTATIVE

The grant representatives listed below are the Federal Awarding Agency, State Administering Agency, and subgrantee representatives responsible for overall fiscal and programmatic supervision of the approved program.

FEDERAL AWARDING AGENCY

Office of Justice Programs	Linda B. Hill-Franklin
807 7 th Street NW	Grants Management Specialist
Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202) 514-0712
Email: askOCR@usdoj.gov	Email: linda.hill-franklin@ojp.usdoj.gov

STATE ADMINISTERING AGENCY

Department of Public Safety	Oliver Benavidez
4491 Cerrillos Rd.	4491 Cerrillos Rd.
Santa Fe, New Mexico 87504	Santa Fe, New Mexico 87504
	(505) 479-0507
	oliver.benavidez@dps.nm.gov

SUBGRANTEE REPRESENTATIVES

Luis Tavizon, Chief of Police	Mayor Rolf Hechler
507 McAdoo Street	507 McAdoo Street
Truth or Consequences, NM 87901	Truth or Consequences, NM 87901
(575) 894-1185	(575) 894-6673
ltavizon@torcnm.org	rhechler@torcnm.org

SECTION TWELVE: AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Bureau to the subgrantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau's decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

SECTION THIRTEEN: WAIVER

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

SECTION FOURTEEN: THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

SECTION FIFTEEN: LIABILITY AND NEW MEXICO TORT CLAIMS ACT

The subgrantee is responsible for any liability associated with the actions or omissions of it or its own employees, including violations of rights and privileges guaranteed under the Laws and Constitution of the United States and New Mexico. Any liability incurred in connection with this Subgrant Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30, as amended. No provision of this Subgrant Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Bureau or the Sub grantee arising from the performance of this Subgrant Agreement apart from that set forth in the New Mexico Tort Claims Act.

SECTION SIXTEEN: SEVERABILITY

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

SECTION SEVENTEEN: INSTRUCTIONS AND FORMS

Instructions and forms necessary to carry out the administration of the grant as outlined in this Agreement are made available by the Bureau. Forms are incorporated into and made part of this Agreement upon completion.

SECTION EIGHTEEN: GRANT CLOSEOUT

1. The subgrantee will close-out the award when it determines that all applicable administrative actions and all required work of the award have been completed. This section specifies the actions the subgrantee must take to complete this process at the end of the period of performance.
 - A. The subgrantee must submit, no later than 30 calendar days after the end date of the grant period, all financial, performance, and other reports as required by the terms and conditions of the Federal award. DPS may approve extensions when requested by the Subgrantee, and its decision regarding approval will be determined on a case-by-case basis.
 - B. DPS will make prompt payments to the subgrantee for allowable reimbursable costs under the award being closed out.
 - C. The subgrantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.
 - D. The Bureau will initiate a site visit closeout upon the closing of the grant period to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.

SECTION NINETEEN: STATUS OF SUBGRANTEE

The subgrantee and its agents and employees are not, by virtue of this Agreement, agents or employees of the Bureau, or the State of New Mexico. The subgrantee, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico as a result of the Agreement.

SECTION TWENTY: ATTACHMENTS AND CERTIFICATIONS

1. Attachments listed below are incorporated into and made part of this Subgrant Agreement. The below listed certifications must be completed and returned to the Bureau along with this Agreement. They are incorporated and made part of this Subgrant Agreement upon execution.
 - a. Subgrantee's Application (Attachment A)
 - b. Certification of Compliance with Equal Employment Opportunity Plan (EEOP) Requirements (Certification 1)
 - c. Certified Assurances including Uniform Crime Reporting and Supplanting (Certification 2)
 - d. Privacy Certification (Certification 3)

THEREFORE, the subgrantee and the Bureau do hereby execute this Subgrant Agreement as witnessed by the signatures below:

SUBGRANTEE:

By: _____
Signature of Certifying Official

Date: _____

Printed Name _____

Title _____

By: _____
Program Agency Director

Date: _____

Printed Name _____

Title _____

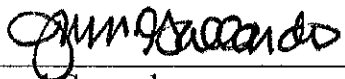
DEPARTMENT OF PUBLIC SAFETY:

By: _____
Signature of Cabinet Secretary/Awarding Official

Date: _____

Jason R. Bowie
Printed Name _____

Reviewed as to legal form and sufficiency, Office of Legal Affairs

By:  _____
General Counsel

Date: 05/19/25 _____

Julie M. Gallardo
Printed Name _____