

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoeppe
Commissioner*

*Gary Whitehead
City Manager*

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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, MARCH 12, 2025; TO START AT 9:00 A.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

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. REPORTS

1. City Manager
 - a. Police Department Update.
 - b. Department Head Report
2. City Commission
3. City Attorney

E. CONSENT CALENDAR

1. City Commission Regular Minutes, February 12, 2025
2. City Commission Regular Minutes, February 26, 2025
3. Acknowledge Regular Recreation/Golf Course Advisory Board Minutes, January 6, 2025
4. February 2025 Accounts Payable
5. Purchase report of items between \$20,000 and \$60,000

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 33 24/25 Budget Adjustment Request.
2. Discussion/Action: Resolution No. 34 24/25 Confirming the City of Truth or Consequences to participate in the New Mexico Department of Transportation Municipal Arterial Program Local Government Road Fund Program.
3. Discussion/Action: Resolution No. 35 24/25 Supporting the City of Elephant Butte Resolution to urge the New Mexico Legislature to adopt a minimum pool for Elephant Butte Lake to protect the Ecosystem.

G. NEW BUSINESS

1. Discussion/Action: Medical Grant from Best Friends.
2. Discussion/Action: Recommendation of approval from Planning and Zoning Commission of a Special Use/Variance Request at 320 Marr Street.
3. Discussion/Action: Appointment of Jim Apodaca to the Golf Course/Recreation Advisory Board.
4. Discussion/Action: Appointment of Buddy Montoya to the Golf Course/Recreation Advisory Board.
5. Discussion/Action: Memorandum of Understanding between the County of Sierra and the City of Truth or Consequences for the Provision of Emergency Management Services.
6. Discussion/Action: Approve and Accept 2022-2023 Byrne State Crisis Intervention Program (SCIP) Grant.
7. Discussion/Action: Comprehensive Plan Steering Committee/Stakeholder Selection.
8. Discussion/Action: Adding a Seasonal Program Casual Employee Position.
9. Discussion/Action: FY2024 Community Project Funding Grant Agreement B-24-CP-NM-1489.
10. Discussion/Action: Review, Approve and/or Allocate Funds to the Sierra County Sheriff's Posse-Arena for Improvements and Fiesta Rodeo Advertisement.
11. Discussion/Action: Review, Approve and/or Allocate Funds to MainStreet Truth or Consequences for the Second Saturday Art Hop ad in the New Mexico Field Guide.
12. Discussion/Action: Review, Approve and/or Allocate Funds to MainStreet Truth or Consequences for the Desert Ultra Runner Magazine T or C Desert Ultra Ad.
13. Discussion/Action: Approval of Purchase Requisitions over \$60,000.

H. 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 MARCH 26, 2025



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: E.1

SUBJECT: City Commission Regular Minutes, February 12, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: March 7, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-12-25

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, FEBRUARY 12, 2025

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Jocelyn Holguin, Finance Director
Luis Tavizon, Chief of Police
OJ Hechler, Community Services Director
Tara Manning, Animal Shelter Supervisor
Bo Easley, Electric Division Director
Andy Alvarez, Sanitation Director

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

Commissioner Fahl asked everyone to please keep Viola Armijo and her family in our thoughts and prayers.

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

Mayor Hechler called for City Manager Whithead to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

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

C. PRESENTATIONS:

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

Mayor Hechler presented an Employee Service Anniversary Award on behalf of Brian Bean for 2 years of service with the City of Truth or Consequences.

Mayor Hechler presented an Employee Service Anniversary Award on behalf of Carmen Howell for 7 years of service with the City of Truth or Consequences.

Mayor Hechler presented an Employee Service Anniversary Award on behalf of Sue Sheele for 1 year of service with the City of Truth or Consequences.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Gordon Edelheit addressed the Commission with comments related to:

- He wanted to thank the Commission for hiring Gary Whithead as our City Manager. He is a 3rd generation New Mexican. He sees a lot of support from this community, and he is seeing some exciting projects like our new police station in the works. Thank you for making a wise choice.

Jon Hendry addressed the Commission with comments related to:

- The tone and civility of these meetings has gotten a lot better than it was when he used to come to these meetings. I feel that we are moving forward in a positive direction.
- We have great law enforcement in this community, and we have respectful law enforcement in this community. We have people who take care of us, and they really deserve to be put in somewhere that recognizes that. You had a chance to buy that new police building cheap, and moving forward on it is a great thing. I would urge you to involve the community in the re-model. There should be a barn raising and we should all bring out pickup trucks and move everything over that we can and get as many people involved as possible.

Becca Eza, MainStreet Director, addressed the Commission with comments related to:

- City Manager Whitehead, welcome and congratulations. I look forward to working with you with MainStreet.
- I sent the commission an email with our updated spreadsheet of all of our ongoing projects.
- Our recent projects included our January litter pickup event which had a really great turnout. We had 47 volunteers from the community. Thank you to everyone who came and participated in that. The event was very successful. Our next litter clean up event, which is a part of the Clean & Beautiful grant will most likely be on April 26th which is right after Earth Day and right before Fiesta, so we used that as an opportunity to clean up the town before inviting a lot of folks to come celebrate our 75th anniversary. The other part of the Clean & Beautiful grant that we will be announcing shortly will be a youth sign competition to create small anti-litter positive messaging signs that will be printed. There will be an older and a younger division and the winners will have their signs printed on metal signs and I am working with OJ to figure out where we can post those around town and at the parks. We just want to remind people in a positive way to keep our town clean. That competition will be held throughout the month of March, and in early April I will be bringing the 2 winning designs to you to make sure that they are approved to be printed and posted.
- We have been encouraging people to shop at small local businesses by having a raffle. If you make any purchase through any Sierra County small business, you can take your receipt to Rebel Roadrunner or Serenity to exchange it for a raffle ticket. They are both open 7 days a week. We will be having a drawing this Friday for 3 winners who will get a Valentines bouquet with some gift cards to some local businesses. It's just a little way to try and get people out to support our small businesses this season.
- This Thursday, MainStreet and Ingo's Café will be jointly hosting the New Mexico poet laureate who is doing an epic poetry workshop. This is through the Department of Cultural Affairs. They have been going around the states doing these workshops and creating a poem about the towns. So, it's just a little community event that will be held at Ingo's at 4pm.

Ron Fenn addressed the Commission with comments related to:

- I want to talk about item H1, the possible rescission of Ordinance No. 767. I don't know if you realize that you have already violated state law that establishes the date for the election. Your violation of that state law by passing a resolution is counter to 3-17-1 which is ordinance purposes. It says, "*the governing body of a municipality may adopt ordinances or resolutions not inconsistent with the laws of New Mexico*" and we've already done that, so I don't know where you are going to go with this. You can hold the election on March 4th, but it should have been on February 13th because that is the only legal day that it should have been, but you already changed that so you can't do that now. Therefore, the election, however it goes, will be subject to voiding by the state in the courts. You can thank Mr. Rubin for allowing you to bring this up in the first place. I don't know why you don't hire

an Attorney that actually keeps you out of trouble, but he makes money when he gets you into trouble and then he makes money when he gets you out of trouble or when he thinks he gets you out of trouble. The city is violating more and more laws and city ordinances by allowing, for example, illegal signage for campaigning for this "back the blue". There is no blue in this town. It's "back the black". The police are now in black uniforms, not blue uniforms, and also, you don't vote "yes" you vote "for" or "against". Nobody reads? Nobody understands what's going on? The city shouldn't be doing any of these things.

E. REPORTS:

City Manager Whitehead reported the following:

- I am humbled to be here and thankful for the opportunity to clean up the community. This is something that I have wanted to do for a long time, and the job kind of worked its way in front of me and so I'm thrilled to be here. You are going to get the best effort that I have. It's been a great 3 weeks. I shared with a few people in the community that there is a lot of good here. There is way more good here than there is bad. That's my message and you are going to find that when you come and meet with me. I'm going to try and share with you how much good there is. We have a small staff, and we are a small community. We've been around for a long time, so there are challenges, but most of that is in communications, so I have plans to try and do a better job of communicating to those who have questions and have answers. You may not like it. There are multiple ways to do things, but I am going to try and do a better job of disseminating that information and sharing. I probably came into the job a little bias, and the 3 weeks that I've been here so far has opened my eyes to an incredible amount of work over a short period of time to attempt to solve some problems. My commitment to you is that I will attempt to be a good voice and listen and spend time out. Believe it or not, I have managed to meet with all 5 of the commissioners, some multiple times in the last two weeks. I have also visited multiple departments. I've been to the water department, the solid waste department, the maintenance department, and many department heads. Some of the things that we have attempted to accomplish over the last two and a half weeks include the salary increase for the police department that you approved at the last meeting. The staff worked diligently with human resources and our finance department, so those officers are now receiving that pay increase effectively February 8, 2025. When I came onboard finance and human resources also indicated that they have been sitting on a budget proposal to do a salary study for the staff, and I think that's critical. I think that we have to begin to develop a staff that's happy to work for the city. That may be a staff that's less than the 100 that we currently have on the books, but we are going to do that. I approved the purchase order to do a salary study to take on from where we left off on the last salary study to really take a look at all of the departments and what we can do. I did ask that the study kind of cover some areas based lined off of the work that Chief did because that work was really well done. We want to take

a look at the area and look at what the county did as well. We are going to make sure that's the baseline within that study. We are also going to create and advance our job descriptions within that. It is going to require some type of evaluation before those salaries move to the next level, and then I asked that we require an 8 hour continuing education for every employee in the city that works in order to get that next advancement. I think that we can create those training courses online so that staff can get good customer service and safety and protocol training within their department, and we can create a set of training courses they can do. That is what we hope to get out of that salary study, and we hope to get that done in time for the new budget process. We are really focused on saying we have a budget going, so let's see if we can get that and start our new fiscal year out with a new pay study and a new payroll process. You have a good human resources director that is excited and thrilled about this.

- We are planning a trip to Santa Fe at the end of the month. The Municipal League has a day and then I am planning on spending a couple more days up there as we begin to work through some of the funding requests that we have. We do have my requests in to the legislature for funding. I've been assured by our delegation. It feels like it is a reasonable year, and those items should be funded. The public may be surprised, but we have not asked for a huge water project this year. We have a lot of water projects on the books, but we are looking at some studies and we are looking at some other projects that would be critical to the next step. We will continue to work through that.
- When I came on board, I told the Commissioners about the things that I was most concerned about and that I'd be focused on and that is the budget and our audits. I feel that we must produce a good clean audit, and I felt that being able to deliver a timely budget is critical to us, so I am very pleased to let you know that our finance department is on top of things. We've developed a calendar, a schedule, and a plan for all of those and our finance department will be directing and will be in charge of those processes for budget. They have already started meetings with each department. I feel like it is on track, and we have good teamwork and leadership.
- We are going to kind of change the structure of these meetings. I think we want to recognize our employees in a more annual basis where we can really thank them for being with us and then maybe on a 5 year anniversary we can do something a little bit more than inviting them here for 5 minutes. I think we need to find a way to say to our employees that they are worth more than just a little certificate.
- When I got here, it looked like the City Manager had been hit with a lot of leave requests. That felt a little disconnected so what we've done is Human Resources is going to get all leave, so if any of the department heads are making leave requests, it will go to Human Resources first, and then Human Resources will verify to me that everything is in order, and then they will send everything over. That's the kind of stuff we are looking at doing to be more streamlined and make sure that our right department heads are in line with some of that.
- It's been brought to our attention that we want to potentially move the meetings to 4:00 p.m. We might want to re-adjust what we do in the meetings, so I'd like to

open this up to say, this is a moment where maybe we could discuss that, so I could get a little bit more direction. I know it's tough from the staff perspective. Having the meetings in a business sense in some capacity that fits the business model makes a lot more sense to us, but we work for you, and we understand that, and we would follow your direction. At this point I would just ask the mayor to lead a discussion so we can hear from everybody and then I'll take back and do with what you have there.

Mayor Hechler: That's kind of a queue for us to have a discussion if we want to change our meetings hours or not.

Mayor Pro-Tem Forrister: Since I've sat in this seat, that is something that the community has asked for. I'm good with what everyone chooses, but I think it will help those business working people to attend our meetings, and when these seats do come open, I think we would get more people to run that maybe work a 9-5 so I think having our meetings later in the day where they can take off maybe a little bit earlier to be here for our meetings would be something that can happen. I also understand the change of the structure of the meetings as well. I know 3 of us on this board work so it would open up our agendas and schedules also. That's kind of where I'm coming from.

Commissioner Fahl: When I had my visit with City Manager Whitehead, he brought that up and at first, I wasn't sure about it, but then I thought about it and I do have a flexible schedule, but my schedule is pretty full, and I give up enough for my other free stuff. I don't really want to take away from my evening time. Like Amanda said, I'll go with whatever. I know that the city used to have a morning and evening meeting, and they did that so more of the public could come, but from previous conversations from years ago, and it sounds like it didn't work out very well, and it didn't promote more public participation. I also think that it's putting a burden on our staff to meet late in the evening, but as you said, it's a good idea to get businesspeople involved. I am not going to run again when my term is up because I want somebody younger to run. I don't think that somebody who is going to be 70 years old should be sitting here making decisions for people that are younger and who are just starting out their lives. It's quite difficult to get somebody young to run because they have a job and it's hard to get away and take the time that is required to do this. This is more time-consuming than what you first think it is. I would be amenable to one meeting a month at 9:00 a.m. and one in the afternoon. Maybe then we would see more participation from business folks, and then if they are interested, then we could think about changing it.

Mayor Pro-Tem Forrister: I think it would be a good idea so we could see how it goes. I asked when all of the other boards meet, and they all meet in the late afternoon because people on those boards have jobs.

City Commissioner Mitchell: I like the idea of a trail run with one meeting in the morning and one in the afternoon just because it would give us something to gauge it by. I wish we already had a PIO in place. If anyone doesn't know, we are hiring for one. I would like to be able to get public input on this decision because I really do think that it affects

CITY COMMISSION FEBRUARY 12, 2025 REGULAR MEETING MINUTES

our constituents. We can maybe even do a Facebook post that asks what the citizens prefer and then we can made a decision based on those responses. I also know where Mayor Pro-Tem is coming from because that is also where I am coming from. I have to give up teaching school every other Wednesday, and it's hard to get help. I think we should also take our staff into consideration because it is really going to affect them.

Commissioner Hoepfner: I also like the idea of having one meeting in the morning and one meeting in the afternoon. If we decide to stay with the morning meetings, I think there should be a 5 minute rule concept where we get the input from the public, and we can do special sessions to accommodate the public, so they can come and tell us what they think about a project. I would also like to have evening meetings anytime we have something on the agenda that requires public input.

City Clerk Torres: If we do decide to change the meetings, we will have to amend our Open Meetings Act Resolution.

Commissioner Fahl: I think we should do a trial and see how it works out.

Mayor Pro-Tem Forrister: I think if we plan it properly, we can have the department heads present during the morning meetings, or have them speak first so they can be out of here by 5:00 p.m.

Mayor Hechler: I like what I hear so far, and I think I would go along with any of it, but here are my concerns. Many of us are best in the mornings. When we get up in the morning and we come in, we are bright and ready for the day and we get after it and we get things done. Even when the meetings now that last until 12:30 p.m. or 1:00 p.m. we get tired and we start rushing through the agenda. I don't want to do that because we have a evening meeting, and we're tired because that's when you make mistakes and that's when we have issues. So, I like the idea of compromising, and I think I heard you say City Manager Whitehead that you wanted to have one general meeting like we are having now and maybe have one business meeting. I envision the business meeting to be in the afternoon, because they would be shorter, to the point and quicker. That way we could maybe get them over with a little quicker than we do the general meeting. I'm also worried about our staff working all day long, and then they would have to attend a 4:00 p.m. because I've been in meetings that last 4 hours so sometimes, we could be here until 8:00 p.m. and we are going to be tired. Those are some of my concerns, so I think I can see a compromise coming here, and I kind of like the way that looks.

Mayor Pro-Tem Forrister: Would that be something that we would add to the agenda at a later meeting?

Mayor Hechler: Yes. I see our discussion going a certain way so perhaps we can put it on the agenda so we can pursue it further.

Mayor Pro-Tem Forrister: I think if we compromise, because it may be hard for people to be here in the morning, so we will have one meeting in the morning, and one meeting

in the evening, that will make it to where it is one meeting a month that somebody is compromising, so I don't think that's asking too much.

Commissioner Hoeppner: When something comes up that requires public comment and presentations, can that be done in a special session? That way those meetings can be held in the mornings.

Mayor Hechler: We will have to have 2 meetings a month, so I think one can be in the morning and one can be in the afternoon, but for those special considerations that we have, on occasion, we should have a special meeting with a very specific agenda. I can see that if we want to hear from the public.

City Attorney Rubin: I am here for you, and I always work great with everyone, but with that being said, from my personal standpoint, I don't really want to have a meeting at 4:00 p.m. because I open my office at 8:00 a.m. I have an 8-hour day from 8-4 and I really don't relish the idea of being here at 4:00 p.m. I don't expect anyone to put much weight on my personal opinion, but I would ask that you maybe look at it from a city standpoint as to what my concern is. As your attorney, the most important thing I think I do is attend these commission meetings to give you advice. When we have a city commission meeting, I spend a lot of time to try and be ready for the meetings. I take it upon myself to be very prepared for these meetings. When we have a meeting at 9:00 a.m., I am actually at my best. If I am in my office from 8-4 and then having to come here at 4:00 p.m., I can tell you from my experience that it is not the same because I am dragging by the end of the day. I remember when we had these meetings in the evening, and they were very difficult because I am not at my best at the end of the day. When you are tired, that's when you make the most mistakes, and that's when you do things that could cause liability. I want to tell you about a few perks that I give to the city that you may not be aware of, that benefit from a 9:00 a.m. meeting. When we have these meetings in the morning, my office is still open, and I am fully staffed. If there were something that came up that required me to call my staff for a file or something of that nature, then I could. That would be easier to do in the morning than it would be after hours beyond 5:00 p.m. We also sometimes have closed sessions and sometimes that requires us to call another entity to participate and that would also be easier to do during normal business hours. I also keep my Wednesday afternoons open for the city in case there is an amendment that needs to be made to a document that is approved by the commission. I make it a point to make those things a priority and get those done first. If we were to have a meeting that lasted until 8:00 p.m. I would have to go to the office the next day, and there may be things that are going on in the office so things would get delayed. With that being said, I am prepared to work with you, and I like the thought of compromises, but I want you to know that these are real concerns that I have. I also want to ask if it would be possible to have all of the meetings at 1:00 p.m. Amanda, would that help you?

Commissioner Mitchell: For me that would be great, but being in Amanda's shoes, she has to take off if it is between 8:00 a.m. and 3:00 p.m.

Mayor Pro-Tem Forrister: I would like to put it on the agenda so we could have a formal vote on it.

City Manager Whitehead: The goal here today was to get an idea of what everybody thought, so I would ask that you allow me to take back the information, and meet with draft so we can figure out what the open meetings guidelines are and what it would take to change the time, and then we will come up with something to bring back to you for a formal decision. I will assure you, in the structure that I would like to see us go would be for the second meeting of the month to be a strict meeting that is focused on the items that need to be dealt with. It should be pretty simple, and there should be a meeting where we really don't need the department heads, unless we are talking about a particular item. I think we can get the meeting in that kind of position where the first meeting would be all hands-on deck, and the second meeting would be rather simple. I will take everything into consideration and come up with multiple ideas that will touch on the things that are legal and then you will have a chance to review and then make your best decision as to what fits everybody.

Mayor Pro-Tem Forrister: Thank you. I think that is fair, and I appreciate you doing that. I also want to reiterate that going to 1:00 p.m. isn't going to suffice what I'm looking at. Not only for us who are sitting here, but it also may not work for those who may run for office in the future who work at 9-5.

City Manager Whitehead: We will now move onto the Chief's report and then the department heads that are here if they have a report. I am going to try and figure out a schedule to where we can have one or two department heads here, so we don't have everyone here. That is one of the things that we will be looking at to make their time more valuable, as well as your time. You will have one on one at each quarter with the department head.

a. Police Department Update.

Chief Tavizon:

- There was some funding available for an SCIP grant. That grant can be used for mental health and de-escalation. Part of my plan after working yesterday and dealing with an individual that was in crisis. It was unfortunate that the community member was a victim of having the people's windshield smashed. We tried to get her committed, but it is voluntary at that point unless she is a threat to herself or others. She went to jail for criminal damage, but she was out within 5 minutes, and we were getting additional calls. The mental health crisis that we're dealing with in New Mexico is huge, and this program will give us the opportunity to come up with a task force and allow us to reach out to a mental health specialist at the hospital and also train some officers in mental health with de-escalation techniques. They will be on an on-call basis, so if we were dealing with a non-violent individual, we can call them out, and they can work on their de-escalation techniques to try and get them some of the mental health that the individual may need. The money was presented as a notice of funding and I put in for it. It looks

like we have got around \$41,000 and I'll bring that to you once I get the final agreement on that.

- We continue to do traffic studies to try and get the crashes under control. We are waiting for the purchase order for the grant that we got for the radars. I'm working in collaboration with the Sheriff's department. They have a pretty cool data system that will give us hot spots in towns where the speeding is based off of GPS in our vehicles. It will give us information of hot spots where people are speeding and the most at risk areas in our community. Once we get those, we will be able to focus on some enforcement areas in those high risk areas.
- Last week I went to a department of homeland security and immigration meeting. They had some concerns with some of the rumors that were going around and they wanted to dispel some of the rumors. They are allowing me to share some of the information. From a law enforcement perspective on the state, local and county level, we can't ask for any kind of immigration status. We don't do any kind of immigration enforcement. Our mission doesn't change. We still provide law enforcement services and public safety services to any member of the community, whether they are here when they are supposed to be or not. The federal government is different, and they will be enforcing immigration status. As you know, we have the Border Patrol check open on I-25. It's not open all the time, but when it is open, we generally get pursuits and stuff that comes into town. My officers have been directed not to get involved in any kind of pursuits because we have no legal authority to be pursuing, so our main goal is keeping them out of town, so we block the intersections if we can make it on time to keep them out of town. They are not going to be going into schools unless there is a pursuit in place. We are doing quite a bit to try and protect the kids from that happening. The doors are locked a majority of the time at the schools, so I don't think there will be an issue there.

The Commissioners thanked the officers for all that they do.

b. Department Head Report.

OJ Hechler, Community Services Director:

- We have infield mix being delivered to the ballfields. We are working our A field. Staff is out there right now spreading our infield mix. It was hard to do yesterday with the wind. I can't thank the streets department enough. They were out there helping us and they really know what they are doing. We are working on that right now and getting ready for little league. We will be here at the next commission meeting to update you on our A field. We have been talking closely with Matt Felts. He is the little league coordinator. We may be closing that field down for the spring. We also have all stars coming this year, and that is the only field that they can play on that is within regulation. We will be updating you on the closure of that field. Softball is going to have a league this year and they can use A field one time per week. That is what they usually use the fields for anyway.
- There will be a job fair coming up at the high school. Ashley and our human resources department will be there. We will start advertising for lifeguards for the

swimming pool. We have already started as far as trying to solidify a date for our inspection for our pool so we can open. The goal is to try and open the pool a little earlier this year. It is all contingent on lifeguards and hiring.

- We should have water to the golf course sometime next week. It is about to get rectified. We had an issue with our pump pumping water from our field pond to the golf course.
- We are currently working on a contract with All Funeral Services in regards to Vista Memory Gardens Cemetery. We budgeted \$20,000 for a kiosk, and we decided to go with an online database. They are going to come out here and take pictures of all of the plots and it will help with our documenting and payment process through the Clerks Office. They sat in a meeting with us. People will be able to look up online a picture of the plot that they are looking for, and that will really help us from having to do grave locations and things of that nature.

Bo Easley, Electric Division Director:

- Ethos has been putting up their broadband cable. We've been doing a lot of line locates for them.
- T & D Engineering is around 70% finished with the study. My team has been working with them quite a bit. We've been locating all of the primary underground and opening the Transformers.
- We've been also doing a lot of linework for Wilson & Company.
- I've been working Jay on the easement behind the old Denny's. A company is building an electric car charging station in that area.
- Other than that, we've just been replacing poles, trimming trees, and that sort of stuff.

Andy Alvarez, Sanitation Director:

- I just hired a Fleet Manager. I'm still training with him. His name is Wyatt and he's doing an awesome job. He's catching on really quick.
- Next week, I'll be sending two employees to a CDL training course in Las Cruces. One from fleet maintenance and one from sanitation.
- There has been a little bit of bumps with the new trash rates and cardboard container pickups for commercial businesses.
- There is going to be construction at Elephant Butte with a new developer, and that will generate more trash. I think they are going to build around 500 homes, so I am looking at re-registering the collection center as a transfer station and that is a long process. It could take 3-6 years, so I'm going to need to get the ball rolling on this. That will call for more employees and trash trucks.

Tara Manning, Animal Shelter Supervisor:

- As you know, we've been working with Best Friends, which is why we got the adoption grant. I am still working with them. They are looking at potentially giving us two additional grants. One is for animals in need. I know I talked to you guys a year and a half ago about a dog who had been hit by a UPS truck and we had to have his leg amputated. This fund would help us save dogs like him, as well as

kittens that come in with respiratory issues, and also puppies that have parvo. So we're really excited to be able to save more animals.

- We're also working on another adoption grant with them to be able to do more of a big dog adoption versus a little dog and puppies. The little ones practically sell themselves.
- We also have started working with Project Fetch, which is an event at Lumberg. We've done two transports with them already and they have a schedule to do one transport every month for the rest of the year. So, we're excited to be working with them.
- We're also starting to work with Rocky Mountain Puppy Rescue out of Colorado. They are going to be coming down about every two weeks, so we can possibly get some animals in there as well. It's not just puppies. They take big dogs and cats too. They're even willing to take in nursing ones, that would be all of them around the clock, whether they're puppies or kittens, so we can have a better chance of saving all of them.

City Clerk Torres: The City Clerk's Office has been working on business licenses, Inspection of Public Records requests, city board meetings, agendas, and minutes.

City Commission Reports:

Commissioner Mitchell reported the following:

- We have meetings every Tuesday night at the MainStreet office and we're moving forward with our 75th Fiesta anniversary. I need to speak with Amanda and Merry Jo about the game shows that we are already in the planning process of. We've picked a date in March. We're looking at the 16th, which is a Sunday. We have booked the movie theater to be the venue. We've got an emcee and we're trying to look for contestants and just kind of do some of our stuff.
- I also want to give a report about the events coming up in the next couple of weeks for the community. There will be a Poetry Workshop over at Ingos on Thursday at 4pm. The Polar Bear Plains is this weekend at Marina Del Sur. And next weekend on the 21st is the Meteoric Kickoff for the downtown arts. It's at the brewery at 5pm. And then the Tree New Mexico Planting, which Rolf has been assisting us with, is going to be on the 22nd of February at the Municipal Golf Course. They're planting 50 more trees in addition to the 100 we did in November, and then they're going to be giving out another 50 trees for free. So, I'm encouraging volunteers to come out and help us plant trees. We really do learn a lot about it. I encourage everyone in our community to volunteer and attend these events and celebrate all the wonderful things that we have going on in Truth or Consequences.
- Can I just insert a fun fact? There's a specific type of triceratops that was found only in Sierra County, and it's named Sierra-ceratops. It was found on Turner's Ranch. It's an official dinosaur, and it's really cool.

Commissioner Fahl reported the following:

- I wanted to welcome Gary to our office. I've worked with Gary on a professional level for many years, and he's going to bring a whole new level to us, and I think his commitment to our community is going to be a good thing because that's his own. We're all happy to have him.
- Around nine months ago or something, Dave had brought somebody here to talk about a digital sign for the Civic Center, and we asked him if he'd brought somebody, and then we had a live demonstration, and we all felt that we wanted the higher grade lighting, and they were going to bring another cost back to us, or look at others, and we haven't heard anything since. So, Gary if you could please look into that.
- I personally know that we as a commission approved creating that new position for the PIO. I would like to see a copy of the job description. There are some folks that I know who might be interested, so if you could email that to me.
- I wanted to remind the commissioners in the community that the New Mexico Watershed and Dam Owners Conference is May 7th through 9th in Taos. Destiny has gone in the past, but maybe somebody from the city staff could go or another commissioner. This year we're really focusing more on the dam owner's prospect instead of the engineers' concerns about what designs.
- I serve on the Sierra County Historical Society and we are having our annual banquet on March the 22nd. It's going to be at the Moose Lodge. We serve a meal, so we're going to have chicken fried steak, and it's really good up there. It's \$25 a person, but the neat thing is that our speaker is a paleontologist and the theme is dinosaurs, mastodons, and more in Sierra County. He's done a lot of studies on the findings that we've had there. So, if you guys want tickets, you can get them at the museum. Chris Adams serves on our museum board. He's an archaeologist that works for the forest service, and that guy is actually doing some work on the site in the Black Range where he's found some more stuff. So, it'll be pretty cool, so I encourage folks to go.

Commissioner Hoepfner reported the following:

- I want to also welcome our new City Manager. I am happy to see improvements already. I am happy that we are getting department updates on a regular basis.
- A lot of people had fear that our Broadway and Main Street will be closed for a long time, and we lose businesses, but it only took a few days to do. So, I hope that somehow in the future, when we have bigger projects with streets, that we maybe can even hire them to paint.
- I would like to encourage you, like on Valentine's Day, you see it on Facebook, there's a lot of events going on all over, so please support local businesses.
- When we see that it is appreciated and wanted, when we plan different events then we are encouraged to do more. It helps our businesses to survive. The prices go up, and everything counts. I would like to encourage everybody here to attend those events. We do it for you guys. It also helps your mental health to get out of the house, and do something else, or listen to music. Music and art is all part of it. I want to encourage everybody here to realize the wonderful things we

are trying to accomplish here. I hope that we try to work together as a community and help each other. That is really important.

Mayor Pro-Tem Forrister reported the following:

- There's going to be a dance at the Civic Center on Valentines Day. Southern Blend will be playing. There will be good food and it's supporting a good cause so please try to attend.
- I am very excited to have City Manager Whitehead on with us. I expect that we are going to keep moving in the right direction. I am happy to have you.
- I am very excited to see that we are advertising for a POI. I think that is going to help get our information out to the public on everything that is going on and help us engage the public on what we are doing here as a business.
- I saw a post on Facebook a couple of days ago. I don't know who is running the Truth or Consequences Department of Propaganda page, but unless I missed something, but I don't think we approved to put a 120 ft. statue of Ralph Edwards on the New School Road roundabout.

Mayor Hechler reported the following:

- On January 25th I participated in a litter pickup that we did at MainStreet. We had over 40 people working there, and there were over 600 lbs. of trash that was picked up. It was a great event.
- On February 4th presented to Rotary and talked about legislative priorities, waterline repairs and a move to the PNC Bank. Commissioner Mitchell was also at Rotary. She has some really good programs going on.
- We have a meeting with Gabe Vasquez' office. We requested the Clancy Street lift station renovation, so hopefully we will hear some good news about that.
- I want to talk a little bit about our webpage. So, if you go to our webpage, there's a couple things that are really difficult to find, and I thought we'd talk about this a little bit, but I think our job opportunities have to be more prominent. If you open up the webpage and you look at it, you can't find job opportunities unless you click the right arrow, and it takes a while. I think it's got to be down below, and then you click the right arrow, and you get employment opportunities there. And then we had a company come in, CGI, and I read on Facebook that it's a scam and some other things going on. And so, it's kind of half true about what's going on here with CGI. So, CGI contracted with the City Manager at the time in 2020 to provide videos to our community. That contract expired in 2023. So, in 2024, CGI came back out to the community. I wish they would have contacted our management or me, or someone in the community of authorities to let us know that they're back in the community selling video spots. They are legitimate, but I don't know how legitimate it is right now until we have a new contract. So, I think we need to pursue that if that's what we want to do. But if you get on our home page, and you click on Employment Opportunities, and then you click one more time to the right, you'll see Video Tour of Truth or Consequences. If you drop down to Video Tour of Truth or Consequences, you have four different videos, a welcome video from our mayor back then, and quality of life video and then a tourism video and a community organizations video. These are all legitimate

videos, they look pretty good, and that's the product that CGI was selling. So, if you're happy with that and you like that, you might be able to go ahead and contract with them if you want to. State Farm actually participated. Again, we are out of contract right now. I think if we want to entertain a new contract I can ask the City Manager to work on that if he wants to. So, it is legitimate, but it's expired. We've gotten some good out of the product itself. They're a legitimate company. I talked with them a little bit last week. So, if you guys want to work with them, I think we can arrange that, but the video's actually pretty good. They're somewhat dated, but they're there.

Mayor Pro-Tem Forrister: What they're trying to sell is advertisements on top of this business. So, the video is ours to keep and keep on our webpage. What they are trying to do is charge a pretty penny to have your link advertised on these videos as well.

Mayor Hechler: I think we really need to work on that webpage and get that in a more prominent position, so we promote our businesses and get everybody to get on here, so they know what's going on.

City Manager Whitehead: Buster was able to work with this contractor that is doing the roads, and they are going to finish that stretch of Pershing that has not been done. He worked that out and they are going to do that. It will probably happen today. They have also been delivering us some millings. He put those on Kopra, so they worked to prepare that road and they are laying those down. We don't know how long they will continue to give us those, but Buster is prepared to have the road department to continue to put them on that street. And then the third part on millings that we've discussed is that they are going to do 15 miles of I-25, so I will be trying to meet with that new contractor to find out if we can get more millings in some process.

City Attorney Rubin reported the following:

- I think that I mentioned to you that Ron Fenn had filed a lawsuit against the city involving our sale of the Reed Rocket. This is a sculpture that we had sold, and we had advertised this possible sale. We conducted interviews here in the chambers. We invited people to show up who actually had been on it. Mr. Fenn had elected not to show up. We even had the artist here, and we got his input. The city commission, after hearing all the evidence at your discretion you, elected to sell the Reed Rocket and Mr. Fenn was not happy with that. He filed a suit against us. I was able to show that the statute that he was relying upon was incorrect. And I filed a motion to dismiss the case in the court and they granted my motion to dismiss. The case is now on appeal. And so, we'll have to see how it goes from there.

F. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, January 22, 2025**
- 2. Acknowledge Regular Library Advisory Board Minutes, January 27, 2025**
- 3. January 2025 Accounts Payable**

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

G. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 27 24/25 Amending City Manager Authorities pertaining to Purchase Requisitions.**

Jocelyn Holguin, Finance Director: I am bringing this back to you today as it was tabled at the last meeting pending the new City Manager. It has been recommended through the Finance Department to increase the current threshold from \$20,000 to City Commission approval of procurements to \$60,000 based on allowance of the law of the state procurement code. I understand that there are some members of the committee who are concerned and feel they need more observance of the city finances. It's the duty bestowed on the entire staff to be good stewards of the taxpayers. These rules are in place and recognized when we trust out entities to be transparent and in the guidelines of the purchases for the city to abide by. There is a process for every item that is purchased from \$0 to \$.01 to the highest dollar value. It is not taking anything away from the commission. I'm trying to streamline a faster and less cumbersome purchasing process for the entire staff. Two weeks may not seem like a long time to hold off for the procurement process approval, but when you are working within the confines of the restraints it may be. Emergency declarations require an entirely different process and posting by state laws which is based on 13-1-1 (27) of the emergency procurement code which affects life control, a serious threat to public health, welfare, safety, and property caused by flood, fire, epidemic riot, active terrorism, equipment failure, or similar event and would not be considered time sensitive. That's why the request to increase the threshold is somewhat time sensitive more than an emergency. You can't get the item purchased and move forward with the jobs that the city departments need to do that are just a little over our current threshold.

City Manager Whitehead: As you reach the start and try to build a consensus. Hopefully that's the one thing I try to do is listen to resolve and understand. We've talked, and I understand that this has been tabled several times. I've visited with each of the commissioners. The primary concern from the commission is transparency, and I get that. Under law, Jocelyn is very good at her job, and she is very clear in her position. The procurement code has those set of steps which allow it, so this is really a commission decision. She is right to say that we could be a little nimbler cause things are costing more. The procurement code requires under \$20,000. It's a small purchase that the staff is obligated to find the best price. We are required to get three written quotes for anything

over \$20,000. That is something that staff has to do, so if you were to grant that authority for me to sign, I'd have to see those things be in place. You guys talked a lot about an emergency where you could just do the purchase. There would be some emergency clauses within the procurement code that would allow me to protect the life, safety and welfare of the constituents. I could bypass procurement in some of those cases, but in large cases of an emergency, it would require a resolution from this body to say, we are in an emergency, and now the manager and the staff can then use that emergency clause within procurement to make the purchase. We would still have to notify the state, and we still have some requirements in the back end, so it would be very difficult to procure or spend something that you wouldn't know about, and again you would have those processes. We have a staff member who is currently in training to be a Certified Procurement Officer. The procurement code requires that one person within the entity is responsible for the final purchase, and in this case, Jocelyn is the certified Procurement Officer for the city. That is another set of eyes that's going to make sure that we got the 3 bids, and she is approving it before it would come to me. By law those steps are in place. I would propose that if you were to adopt this resolution, I would like Jay's opinion on this, let's put a sunset on this for June 30th of this year within our budget cycle. Give me 4 or 5 months to see how many items over \$20,000 that really come through that we are purchasing that are outside the budget and see if there are any surprises in that. Let me just check and see how that works. My proposal would be to accept the finance department's idea, and I would add a report to the agenda that lists the items between \$20,000 and \$60,000 that our Chief Procurement Officer and City Manager approve, and sign and you would get to see that report at every meeting.

Commissioner Fahl: I have been a Chief Procurement Officer, so I understand the procurement process. It's not that I don't understand that, and we're not following that, or doubting that. I just want to see it because we may have questions. So, your concept to give a report on that, I think is good for me because I want to know what we're spending that kind of money on, and transparency for the public as well. Again, it's not a lack of faith on anybody, or that we're not following the law, or anything like that. The comments earlier about an emergency. Most of the time I know it's in the budget. I just want to know what it is and see it. If you are planning ahead far enough then you should have presented it to us. Most solid items aren't going to change significantly in two weeks. It's all about being transparent because I think that anything over \$20,000 is a big ticket item. I would probably be satisfied with how you would like to disclose that at every meeting.

Commissioner Hoeppe: I agree with Merry Jo. However, I don't really like that we will be presented with it after the fact. What if we don't agree with it or if we have questions about it, then it's already going to be processed before we have a chance to review it.

Commissioner Fahl: We should have faith in our City Manager.

Commissioner Hoeppe: I'm just saying that he has a lot on his plate right now and that is one extra thing for him to do, and it doesn't cut the workload for finance. It doesn't make it easier. It is the same if she has to do a report to send it to us or to send it to the City Manager. The work stays the same. It is just the time frame, and I understand that. If you

want to buy a new vehicle, you can plan ahead. I would like to leave it how it is because it has worked for so many years.

Mayor Pro-Tem Forrister: I hear what Merry Jo is saying, and I was kind of on that too of wanting to be able to see what is being purchased because our main job is to look at the money and make sure that it's going where it's supposed to. Our City Manager and our finance is asking for it. Merry Jo, you seem like that would suffice, so I think we should give City Manager Whitehead 6 months to see if that's what we like and if it's not panning out then we can go back and change it.

Commissioner Fahl: I have a follow up question based on what Ingo said. Again, it's not about the lack of trust. It's just us understanding the process. What are our opinions if there was something purchased that we don't necessarily agree with.

Mayor Hechler: We hold the City Manager accountable.

Commissioner Mitchell: What is the law when it comes to commission approval? Can it only be given in a meeting or is it something that they can email us and ask our approval that way?

Mayor Pro-Tem Forrister: No. Anything over \$60,000 will come to us regardless. Those big ticketed items should already be approved during budget.

Commissioner Fahl: They just give us a number during budget. That doesn't mean anything. I guess this is really just about them disclosing anything under \$60,000.

Mayor Hechler: What I'm understanding from City Manager Whitehead is that you want to go into this July 1st where you will report to us what the purchases were between \$20,000 and \$60,000. What is that going to look like? Is it going to be on the Consent Calendar, is it going to be during your report?

City Manager Whitehead: It could be any one of those. It could be on the consent calendar where you vote on it and accept it or it could just be under my report. In fairness, it's a question. Once we sign the Purchase Order and buy it we own it. Right. That's a fact, so you're basically saying, we're giving you that authority. I should be able to do my job. On your agenda today we have a budget adjustment resolution because you guys have planned to buy a car for the manager's office, and we are moving forward with that, so that one would have to come to you first. We can't order the car, and I can't sign a Purchase Order until you plan the budget resolution, so those are the things I want to see. How many things are we really buying that we would say, wow I wish I would have been able to do that, and that's all I'm hoping for.

Jocelyn Holguin, Finance Director: I understand your concern about adding more to Gary's plate but working together and having our meetings on the Wednesdays prior to Commission, we are discussing the purchases as well. There are other things that happen

before we get to this meeting. If there is something that seems questionable, I don't have a problem bringing it to you even if it is under \$60,000.

Mayor Pro-Tem Forrister: I think that is what we would ask for.

Mayor Hechler: As Jocelyn explained, we have meetings the week prior to these meetings and the mayor will be at that meeting, and sometimes a commissioner will too. We can have up to two people there, and if we were to have anything questionable come up, it will be brought up in that meeting and if we suggest that it should be brought to the commission, it will be done.

City Attorney Rubin: I would suggest a couple of changes, the first whereas needs to have the correct date in there as February 12, 2025 and the second one should be a paragraph 14 to be at the end to say "this resolution shall remain in full force and affect through June 30, 2025, at which time it will expire".

Commissioner Fahl moved to approve Resolution No. 27 24/25 amending City Manager Authorities pertaining to Purchase Requisitions for a trial run until June 30, 2025, and with the amendments made by City Attorney Rubin. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 28 24/25 Budget Adjustment Request.

Jocelyn Holguin, Finance Director reviewed the budget adjustments provided in the packet. (Copy attached hereto and made a part hereof).

Mayor Pro-Tem Forrister moved to approve Resolution No. 28 24/25 Budget Adjustment Request. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 29 24/25 Amending Animal Shelter Adoption Fees to include Microchips.

Tara Manning, Animal Shelter Manager: We have always offered microchips. We were using Home Again microchip company originally. They are an amazing company. I have nothing bad to say about them. My only concern with the Home Again microchip company is that there is a \$20 annual membership fee. We could microchip the animal then the owner had to go out and pay the annual membership fee on top of the microchip fee for the life of the animal. A lot of people don't do that, so we have old addresses and contact

information. We have since started working with a new company called Petlink. They are absolutely amazing. We buy the microchips from them and we microchip the animal and we can get the animal registered before it even walks out of the building. It is also a lifetime membership. If the owner moves to a different state, all they have to do is call up, give the microchip number and update the information. There is no additional cost associated with that. Last year we did 260 adoptions but only 19 were microchipped because of the fact that people don't want to pay the annual fee on top of the initial microchipping fee. We've done 2 microchips already since implementing it. We create the online account for them so they don't even have to call anybody to do anything. They can just log into their online account and be done. The best part of all of this is that they have an app that our Animal Control Officers have access to in order to receive information on the animal. It also sends alerts to the pet owners as well as the Animal Shelter, so if the animal were to get picked up by Animal Control and it ends up in the shelter, I already know that it's there. So, the goal of this is to get all of the animals microchipped which a lot of other shelters are starting to do.

Commissioner Fahl: How much of an increase will it be to get this done?

Tara Manning, Animal Shelter Manager: We are only increasing the adoption fee by \$10, so our adoption fees are still going to be pretty low compared to other places, and here pretty much everything is going to be included and the owner doesn't have to worry about anything so to speak. At least for the first year. Another plus is that the microchips are half the size as the ones we were using before so it is less painful on the animals.

Commissioner Fahl: All of my pets have been microchipped and I really think its an advantage, so I think we should do this.

Mayor Pro-Tem Forrister moved to approve Resolution No. 29 24/25 Amending Animal Shelter Adoption Fees to include Microchips. Commissioner Fahl and Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 30 24/25 Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund.

City Manager Whitehead: The Colonias Infrastructure finance has opened up a second application process. It kind of came on quick. They have some funds available, and based on our conversations, we would like to bring this project on to do a preliminary engineering study on the citywide wastewater collection system. We are asking for approval to make the application, and once we get through the application process, this would come back to the city for approval and we would develop the match that would be required. We would bring that forward if we received the grant.

Commissioner Mitchell moved to approve Resolution No. 30 24/25 Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. NEW BUSINESS:

1. Possible rescission of Ordinance No. 767. City Attorney Rubin.

City Attorney Rubin: If you recall, the city adopted Ordinance No. 767 and pursuant to state statute 3-14-17, there was a petition presented to the City Clerk which had a sufficient amount of signatures to request that this matter be submitted to a special election referendum. Under 3-14-17, we were originally required to have the special election within 90 days of when we verified the resolution. That would have taken us to some time in December. What is interesting about the state statute was that there was also another statute that said you cannot have this special election within 100 days of the general election, and we had the general election in November, so that would have taken us to sometime around February 13, 2025. I believe that is when we had originally planned to have the special election. We then amended the resolution to move the special election up to March 4, 2025 because we were interested in partnering with the schools so we could save some money. However, it has been brought to our attention that March 4 was not going to work with the County, and there was a suggestion of us maybe moving the election to April 8th, but even that date wouldn't work. Our concern is that by having all of these delays, that could possibly frustrate the purpose of 3-14-17 by not having a special election as soon as possible when it was available after the 90 day period. City Manager Whithead and I have talked about it and there is a possibility of maybe rescinding the ordinance that we adopted several months ago. If you decide to go that route, I give the legal opinion that you are allow to do that because when we had this question come up before, we approved the ordinance, but by state statute, the ordinance did not go into affect until after this petition could be heard and voted upon. You actually have an ordinance that is not in affect, so I don't think we need to go through the whole process of drafting a new ordinance to revoke a previous ordinance, so if you wish to rescind your action from last year then I believe you can still do that.

City Manager Whitehead: Coming onboard, this action was in front of me. I had the opportunity to have conversations with the County Clerk and their attorney, so just to be clear, under the state election laws, the County Clerk has an obligation to notify the voters in the district 59 days prior to the mail in ballot. That is a new statute that has been around a couple of years. In discussing that, they went back and looked and there have been a couple of mail in ballots where that has not totally been in compliance where they missed some of those days. Those elections hadn't really been challenged, but the fact of the matter is that our County Clerk is now clear, and has been given that from the Secretary of State that those are the rules. We couldn't potentially say that we missed it by a day or

two. The County Clerk knew, so that became the point of contention to say, that obligation has to be met. That is what Jay is talking about, and in order for us to make that, if we voted on it today, it would move that date out effectively 69 days because the clerk needs to get that and get those things done. The clerk has not spent any money with the delays that have happened. We have not spent any money in printing, and there has not been an effort on the County Clerk's part to begin that election process. We are not out any dollars per say in that. If we started it and we followed the full calendar and went ahead with the election. We would then be in violation with the 90 day rule, and it has been made clear to us today in this meeting that the public would potentially have the footing in the grounds to come back and challenge that election. The correction is simple, you would just have to have the election again. Hypothetically, you budgeted \$45,000 to have the election. We have the election, and we do it timely by the clerks. We miss our role, and we are still going to have to spend another \$45,000 to have the election. That is assuming that the election passes. There are a lot of unknowns, so again, we are working with City Attorney Rubin and our staff and we came to the conclusion that the best decision at this time is to rescind this decision and we are not going to ask to borrow \$1.65 million. That is what we are really effectively doing in the ordinance is borrowing the money. We can't just end without a solution, and you instructed your staff to begin working on finding a preliminary engineering cost, and you also asked them to do an appraisal on the current city police building. All of those kind of came into play at the exact same time that we began to roundtable this. We have a proposal for you. We have an estimate of \$40,000 to do the engineering and the design for the police department, but that design didn't include the exterior of the building. I asked our Finance Director to go back so we can do it one time and get a total engineering cost, so I would anticipate another \$10,000 so, potentially \$50,000 to do the design work. You put on our legislative priorities this year, a \$500,000 ask for the facility, and we feel that is in line. The engineers estimate for renovations to the inside of the building is around \$600,000. We know that to mean \$800,000, so our proposal would be to give us an opportunity to let us get through legislature. We think we can raise \$500,000 there. We've used the \$45,000 that we planned to use for the election. We've changed that to pay for the engineer and architect to do a full complete design, so we would know exactly what our bid would be. We have \$100,000 left in the gross receipts tax for the police department in this fiscal year. That's where the \$45,000 would come from for the engineering, and that would leave us \$50,000. You use \$200,000 of that to pay for half. You use the general fund for half and you use \$200,000 of that GRT for half. We could re-budget that in the next calendar year, so that would give us \$250,000, so I'm at \$750,000 against the \$600,000 estimate. Hypothetically we could come back to you for a potential loan. What I would call a bridge loan, potentially \$400,000 to \$500,000. That would get us to \$1 million pot that we could actively get the police department started this year, and then we would ask that you agree with us to say, once we move the police department, we take the old police department and put it up for sale because you've got an appraisal. It appraises at \$300,000, again, we can't sell property for that. We think the neighbor might be interested, and there could be some other entities that might be interested. Commissioner Hoepfner indicated that we're paying rent at another place, and we could potentially save rent. I think we could put all of that together. Our proposal is to get out of the ordinance because we are not

going to be in compliance. We would be in violation of the law, and then let us see if we can get the police department built this year with zero debt.

Commissioner Fahl: It sounds like a great process that you went to get to that, and I think that we all agree that we don't want to be in violation of the law and create some other potential law suit down the road so we need to be smart on how we move forward.

Mayor Hechler: It's been a journey to go through all of these things, but every step of the way, we have done so under the advice of our attorneys, so I feel like we were in compliance as much as we could be as we went through the process. This is just the next step. It wasn't the journey that I envisioned, but I think it is viable, and I appreciate that presentation, and I think that is the direction that we would like to see us go.

City Attorney Rubin: On the decision of the recission, that was actually something that had come up before about a year ago when I consulted with John Appel, our attorney in Santa Fe.

City Manager Whitehead: The question could come up that we didn't get to vote on that again, so if we go through the legislative process, lets see if we are successful, and get those things. I can create the motion if we need to borrow money that we would put it in a timely manner that would potentially, if the community wanted to vote on that particular issue, we could get into a timely manner where that could happen in the general election at zero cost to the community, if in fact that they would want to vote on the loan that we would need to finish the project. If the community felt that was important to them, we would also attempt to deal with that as well at a timely manner for the voter.

Mayor Pro-Tem moved to approve the Possible recission of Ordinance No. 767. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Request for the use of the Civic Center parking lot.

Larry Wilkin on behalf of New Hope Church: My original intention this morning was to come and ask for permission to use the back parking lot as a food bank emergency drop off, but after seeing all of the congestion today, I released that wouldn't be a possibility so I thank you for rescheduling me for this meeting and thank you for your time.

No action was taken.

3. Discussion/Action: Reconfiguring the Parks Department by changing Parks Field Supervisor to Parks and Recreation Manager.

OJ Hechler, Community Services Director: The Parks Department previously changed the job description and duties of the Parks and Recreation Manager to Parks Field Supervisor. The city has had the Parks Field Supervisor position advertised and open for several weeks and has not been able to fill this position. The city chooses to change the job description and job duties back to Parks and Recreation Manager to attract a qualified manager to assume all managerial duties to include administrative, planning, organizing, and directing staff for the overall day to day operations. This position does pay a little more as far a salary goes. To be fair to the rest of my departments, I spend entirely too much time in parks. I love parks, but my job requires me at other places as well.

Commissioner Fahl moved to approve the reconfiguration of the Parks Department by changing Parks Field Supervisor to Parks and Recreation Manager. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: 2025 loan renewal package for the T-33 aerospace vehicle(s) on loan to the city from the National Museum of the United States Air Force Static Display Program.

Assistant City Manager Alvarez: The National Museum of the United States Air Force Static Display Program has an annual Department of Defense requirement to ensure that each loan account verifies the property in their care is used for approved purposes, is being maintained and protected according to the loan agreement, and that the borrowing organization still desires to retain the property. We are now in our first five-year loan renewal cycle that spans from April 1, 2024 to March 31, 2029. T-33 is located on display at the T or C Municipal Airport. We are here to ask the commission to approve the item and continue it out there and submit the documents.

Commissioner Mitchell moved to approve the 2025 loan renewal package for the T-33 aerospace vehicle(s) on loan to the city from the National Museum of the United States Air Force Static Display Program. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Memorandum of Understanding between the County of Sierra and the City of Truth or Consequences for the Provision of Emergency Management Services.

City Manager Whitehead: I'm going to ask that there is no action on this item. We've had a lot happening this week and so this probably didn't get it's due diligence to understand all of the relationship. Ingo and I had a long talk in our meeting about emergency management and making sure that we are doing some things to be protective of the citizens. This is just a presentation from the county to see what they are thinking and then I would ask that we be allowed to spend some time and come up with where our role is in the city and what we need to do before we get a recommendation.

Ryan Williams, Emergency Services Administrator Sierra County: There are some highlighted services in the MOU and one is a hazard mitigation plan. I have been doing that for quite some time for the municipalities. We are in the process of trying to secure \$96,000 and we just finished the RFP process. This plan is a risk assessment for natural disasters for our community members and properties, and if you don't have that plan in place, you are not allowed certain federal funding. If you don't have the risks identified and you declare a disaster they are not going to give you the funding. That is a big chunk of the services, but there are a lot of other factors to this. Presentations to the commission, working with department heads and our Fire Department and Police Department. There are a lot of things in coordination and collaboration on projects for disaster planning, and resource coordination. We have a lot of religious groups and volunteer organizations, non-profits, and a lot of individuals who are interested in helping in this area, but we haven't identified all of those and what resources they have and what they are able to contribute. Those individuals and organizations can be a huge asset. There are a lot of other things to this like an emergency operation center. I was in Santa Fe yesterday meeting with the governor's staff to request funding to build our emergency operation center. It would be located right behind the county building. I requested \$2.6 million and I got a lot of support from our senators and representatives. Emergency services would offer the coordination and expertise in the event of a natural disaster. Mother nature in unpredictable so it is good to have something like this in place.

Commissioner Mitchell: Do you already have a person who is filling this position?

Ryan Williams, Emergency Services Administrator Sierra County: A volunteer?

Commissioner Mitchell: Yeah.

Ryan Williams, Emergency Services Administrator Sierra County: No, I would like to identify that. I brought that up with Roselyn Gallegos who is with the governor's staff. She is the housing authority coordinator and she works with the homeless populations. I told her that we need a local representative, because I can't so it. I can collaborate, coordinate, and guide them but me being the County Fire Chief, County Fire Marshall, and County Emergency Manager, I wear a lot of hats.

Commissioner Fahl: I just want to re-iterate some of the things that Ryan said. We dodged a bullet at the Mims pond. We did a lot of things that were wrong and we can do better because we are the ultimate liability on the end of that, and partnering with the county and utilizing Ryan's experience is going to be a boom for us. I think about our dams. I am really concerned. Ryan and I were talking about this and I asked what would we do if the dam at the hospital breached. I think we as commissioners have certain responsibilities and we probably need to go to training for emergency response. I don't think anybody other than the people who deal with it every day understand it. We all need to partner up, and anything we can do to firm up our ability for emergency response is worth doing.

Commissioner Hoepfner: I would like for us to do a town meeting to try and get volunteers to help because the people who are interested in helping will show up.

Commissioner Mitchell: Whenever you get a person to compile these resources, they should maybe reach out to the collaborative help health council who has 50 organizations that will work together. Also, maybe the T or C Housing Authority and CYFD.

Mayor Hechler made a motion to table the Memorandum of Understanding between the County of Sierra and the City of Truth or Consequences for the Provision of Emergency Management Services until City Manager Whitehead brings it back to the Commission. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Engineering Services Agreement between the City of T or C and Wilson and Co. for Water System Shovel Ready Projects.

City Manager Whitehead: The contract before you would be to approve the agreement with Wilson & Company. We have a project labeled shovel ready. This includes two forms of funding that you guys have already received and approved. One of those sources is the Capital Outlay request which is \$4.4 million, and the second piece is the NMFA Colonias grant that you received in 2024. They are going to combine those two projects to make one project titled shovel ready. You have already completed three different projects. The WISP 1 project that is designed to do the most critical piece of the water project which is the pressure release valve portion, and a secondary line, and it also included a 12 inch transmission line on South Broadway. It also included a 10 inch waterline from 9th to 8th Street. That was the original design that Wilson & Company gave you from their plan to do under WISP1. Now that they have done their design for WISP1, they realize that there is not enough money in that project which was a \$9.8 million project. So, they want to pull those two items out of WISP1 and we are going to move them over to shovel ready projects.

Commissioner Fahl moved to approve the Engineering Services Agreement between the City of T or C and Wilson and Co. for Water System Shovel Ready Projects to include changes noted by Assistant City Manager Alvarez. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Pro-Tem Forrister was excused to leave the meeting at 12:18 p.m.

7. Discussion/Action: State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement: A24I2022.

Assistant City Manager Alvarez: The SJOA has received an appropriation in the amount of \$50,000 to purchase and equip vehicles for the Ken James Senior Center. The funds will be used for the purchase of a passenger vehicle. The City of T or C is the Fiscal Agent for the SJOA Ken James Senior Center, and the grant is on a reimbursement basis.

Commissioner Fahl moved to approve the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement: A24I2022. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Appointment of Kathleen Martinez to the Library Advisory Board.

City Clerk Torres: The Library Advisory Board has one vacancy on their board. At their January 27th meeting, the board recommended the appointment of Ms. Martinez to serve as a member on their board.

Commissioner Mitchell moved to approve the Appointment of Kathleen Martinez to serve as a member on the Library Advisory Board. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Review, Approve and/or Allocate Funds to the Sierra County Arts Council for Website Updates & Maintenance.

City Clerk Torres: The Sierra County Arts Council submitted an application for funding for website updates & maintenance. They initially applied for \$1,322.92 because the point of contact for the Sierra County Arts Council is new, and they thought that they could apply for funding for the entire calendar year. The lodgers tax board explained to them that the funding is only through June 30, 2025, and they can apply for funding in May for the remaining amount that was requested. The Lodgers Tax board calculated the amount for this fiscal year which came out to \$564.62 and that is the amount that was recommended board for this fiscal year.

Commissioner Fahl moved to approve the Sierra County Arts Council application for Website Updates & Maintenance in the amount of \$564.62 Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Review, Approve and/or Allocate Funds to Sierra County Rock & Gem Society for the T or C Rock & Gem Show.

City Clerk Torres: The Sierra County Rock & Gem Society applied for \$3,450 for the T or C Rock & Gem Show. The funding will go towards graphic design, tables and I believe chairs, and materials for a mural. The Lodgers tax board recommended the allocation of the full amount of \$3,450 with the understanding that the tables and chairs will be owned by the City of Truth or Consequences, and they will be primarily used by the Sierra County Rock & Gem Society for the Rock & Gem Show.

Commissioner Fahl moved to approve the Sierra County Rock & Gem Society application for the T or C Rock & Gem Show in the amount of \$3,450. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

Jocelyn Holguin, Finance Director reviewed the Purchase Requisitions over \$20,000. (Purchase Requisitions over \$20,000 attached hereto and made a part hereof).

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

I. EXECUTIVE SESSION:

- 1. Threatened & Pending Litigation (Hot Springs Land Development) pursuant to 10-15-1(H.7).**

Commissioner Fahl made a motion to go into executive session at 12:50 p.m. to discuss Threatened & Pending Litigation (Hot Springs Land Development) pursuant to 10-15-1(H.7). Commissioner Hoepfner seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 12:58 p.m.

Commissioner Fahl certified that only matters pertaining to Threatened & Pending Litigation (Hot Springs Land Development) pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken in executive session.

J. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 1:01 p.m.

Passed and Approved this 12th day of March, 2025

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: G.2

SUBJECT: Resolution No. 28 24/25 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: February 6, 2025

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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

Recommendation:

Approval Resolution No. 28 24/25 Final Budget Adjustment Requests for Fiscal Year 2024-2025

Attachments:

Resolution No 28 24/25

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 2-12-25



RESOLUTION NO. 28 24/25

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2024-2025.

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

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2024-2025; and

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

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

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

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

PASSED, ADOPTED and APPROVED this 12th day of February, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2024-25
DFA Resolution Number: 28 24/25
BAR NUMBER: 9

2/12/2025

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1003-80810	GF -Other Capital Equip/Vehicles	Expense	\$ -	\$ 30,000	\$ 30,000	City Manager Vehicle 2025 Chevrolet Equinox NM State Price Agreement #40-00000-24-00068 Item #9
							\$ -	
							\$ -	
2	360	360-7044-45600	WTR - Match	Expense	\$ -	\$ 440,000	\$ 440,000	NMFA CIF-6441 Water Infrastructure - Waterline Replacement
2	360	360-7044-39935	WTR - Transfer In	Revenue	\$ -	\$ 440,000	\$ 440,000	NMFA CIF-6441 Water Infrastructure - Waterline Replacement
2	315	315-8003-49930	CI JT - Transfer Out	Expense	\$ 4,521,908.00	\$ 440,000	\$ 4,961,908	NMFA CIF-6441 Water Infrastructure - Waterline Replacement
							\$ -	
ATTEST:								
Angela Torres, Clerk-Treasurer			(Date)	Rolf Hechler, Mayor				(Date)



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: February 12, 2025

Agenda Item #: H.11

SUBJECT: Approval of Purchase Requisitions over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: February 4, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

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

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Letter from Finance Director
- Melloy Ford-State Price Agreement-Quote-Managers
- B & D Industries-State Price Agreement-Quote-Utilities
- NM Self Insurers Fund- Policy # 1890 Fy 24/25- Invoice Dues-Finance
- Wilson & Co. -SAP 24-12460-GF Water Distribution Line-NMED-Community Development

Fiscal Impact (Finance): Yes

*City Vehicle Requires a BAR increase for purchase. *Utilities have the items budgeted for purchase.
*Finance has payment for insurance in budge. *Appropriated Funds

Legal Review (City Attorney): Choose an item.

N/A

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Electric & Community Development

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 02/12/2025

2024-25 Fiscal Year

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93838	Meloy Ford	State Price Agreement #101-1003-80810 Chevy Equinox \$28,725.00-Manager	Traci Alvarez	Community Development	\$ 28,725.00	SPA
93881	B&D Industries	State Price Agreement #40-00000-24-00074 B&D Industries \$142,242.19-Electric	Pricilla Fuentes	Electric Dept.	\$ 142,242.19	SPA
93884	NM Self Insurers Fund	Policy #1890 FY 24/25-Multiple Departments	Jocelyn Holguin	Finance Dept.	\$ 322,750.00	DUES
93889	Wilson & Company	Grant SAP 24-12640 GF-WISP I, DWSRF Waterline, MSD Projects	Traci Alvarez	Community Development	\$ 456,137.18	Sole Source
					\$ 949,854.37	

Angela Torres, Clerk-Treasurer

Date _____

Rolf Hechler, Major

Date _____

*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 Hoeppepner
Commissioner*

*Gary Whitehead
City Manager*

February 5, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: MELLOY FORD-SPA-CHEVY EQUINOX-CITY MANAGER

As per the conditions of the City Manager Contract, the purchasing department, along with the City Manager, have located a suitable vehicle to purchase under the Statewide Price Agreement.

There is a BAR request to cover the cost of **\$28,725.00.** Once the approval of the State is applied, we will move forward with the purchase. Should this vehicle no longer be in stock the staff will do their diligence to acquire another vehicle similar in cost and need.

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 # _____

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 02/12/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93838	Meloy Ford	State Price Agreement #101-1003-80810 Chevy Equinox \$28,725.00-Manager	Traci Alvarez	Community Development	\$ 28,725.00	SPA
					\$ 28,725.00	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Major

Date



REQUISITION

Requisition #: 93838

Date: 01/27/2025

Vendor #: 8590

ISSUED TO: MELLOY FORD
499 EMILIO LOPEZ ROAD
LOS LUNAS, NM 87031-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 2025 CHEVROLET EQUINOX CITY MANAG		0.00 101-1003-80810	28,725.00
PO Description: 2025 CHEVROLET EQUINOX Detailed Description: **PENDING COMMISSION APPROVAL 2-12-2025 STATE CONTRACT 40-00000-24-00068				

Authorized By: _____

SUBTOTAL:	28,725.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	28,725.00



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
13 Vendors

Number: 40-00000-24-00068

Amendment No.: One

Term: August 6, 2024 – August 5, 2025

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law.

Procurement Specialist: Jessica Chavez

Telephone No.: (505) 500-9824

Email: Jessica.Chavez@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: Automotive Vehicles

This amendment is to be attached to the respective Price Agreement and become a part thereof.

Please see the revised items on the following pages.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 9/20/2024

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-24-00068

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(AG) 0000137865
MCLL, Inc
377 Emilio Lopez Rd
Los Lunas, New Mexico 87031
Karen Sluga
505-866-3180
karen@melloyfleet.com

Delivery: Within 150 miles of Rich Ford (8601
Lomas Blvd NE, Albuquerque, NM
87112); Beyond 150 miles, as
requested.

(AB) 0000137862
MPLL INC
499 Emilio Lopez Rd
Los Lunas, New Mexico 87031
Karen Sluga
505-866-3180
karen@melloyfleet.com

Delivery: Approximately 180 days after receipt
of order

(AD) 0000137868
MJLL INC
357 Emilio Lopez Rd
Los Lunas, New Mexico 87031
Karen Sluga
505-866-3180
karen@melloyfleet.com

Delivery: Approximately 180 days after receipt
of order

(AJ) 0000062888
Melloy Brothers, Inc. DBA Melloy Nissan
7707 Lomas Blvd NE
Albuquerque, NM 87110
Don Bonar
505-265-8721
donb@melloynissan.com

Delivery: Albuquerque, NM

(AK) 0000087738
Phil Long Ford of Raton, LLC
301 South Second Street
Raton, NM 87740
Rhett M. Butler
505-514-3552
rbutler@phillong.com

Delivery: As Requested

(AL) 0000046112
Richardson Investments, Inc
8601 Lomas Blvd NE
Albuquerque, NM 87112-5048
Joe Morales
(505) 275-4457
jmorales@rich-ford.com

Delivery: Within 150 miles of Rich Ford (8601
Lomas Blvd NE, Albuquerque, NM
87112); Beyond 150 miles, as
requested.



VEHICLE QUOTE

January 23, 2025

CITY OF TRUTH OR CONSEQUENCES

NEW MEXICO STATE PRICE AGREEMENT #40-00000-24-00068

ITEM #9 2025 CHEVROLET EQUINOX

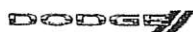
MSRP

\$29,995.00

3% Contract Discount

<1,270.00>

TOTAL \$28,725.00





MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✔ Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$28,800.00
Total Options	\$0.00
Vehicle Subtotal	\$28,800.00
Destination Charge	\$1,395.00
Grand Total	\$29,995.00

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Data Version: 24830. Data Updated: Jan 22, 2025 6:45:00 PM PST.



MELLOY CHEVROLET

Randy Witt | 506-886-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✔ Complete)

Selected Model and Options

CODE	MODEL	MSRP
1PT26	2025 Chevrolet Equinox FWD 4dr LT w/1LT	\$28,600.00

CODE	DESCRIPTION
GAZ	Summit White

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00
NTB	Emissions, Federal	0.00 lbs	0.00 lbs	\$0.00

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)	0.00 lbs	0.00 lbs	\$0.00

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MRQ	Transmission, Continuously Variable (CVT) (STD)	0.00 lbs	0.00 lbs	\$0.00

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
F8M	Axle, 5.81 final drive ratio (FWD only.)	0.00 lbs	0.00 lbs	\$0.00

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

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Data Version: 24830. Data Updated: Jan 22, 2025 6:48:00 PM PST.



MELLOY CHEVROLET

Randy Wilt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✓ Complete)

WHEELS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RSG	Wheels, 17" (43.2 cm) Grazan Metallic machined-face aluminum (STD)	0.00 lbs	0.00 lbs	\$0.00

TIRES				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RJL	Tires, 235/65R17, all-season blackwall (STD)	0.00 lbs	0.00 lbs	\$0.00

PAINT				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

SEAT/UPH				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AR9	Seats, front bucket (STD)	0.00 lbs	0.00 lbs	\$0.00

SEAT/TRIM				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
EKV	Black, Cloth seat trim	0.00 lbs	0.00 lbs	\$0.00
Options Total		0.00 lbs	0.00 lbs	\$0.00

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Data Version: 24530. Data Updated: Jan 22, 2025 6:45:00 PM PST.



MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✔ Complete)

Standard Equipment

Package

Convenience Package I includes (BTV) Remote Start, (DAE) Illuminated visor vanity mirrors, (KA1) driver and front passenger heated seats, (K13) heated steering wheel and (WLM) remote express-up/-down driver and express-down all passengers

Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, Following Distance Indicator, (UEU) Forward Collision Alert and IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking, Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning, Front Pedestrian Braking replaced by standard Front Pedestrian and Bicyclist Braking.)

Mechanical

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)

Transmission, Continuously Variable (CVT) (STD)

Axle, 6.81 final drive ratio (FWD only.)

Fuel, gasoline, E15

Automatic Stop/Start

Front-wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link

Battery, 70AH, 12V, 760 cold-cranking amps

Alternator, 130 amps

GVWR, 4630 lbs. (2100 kg) (FWD only.)

Brake, automatic vehicle hold

Brakes, 16" front sliding caliper disc, 16" rear sliding caliper disc

Brake lining wear indicator

Brake rotor, FNC

Exhaust, turned down, hidden

Mechanical Jack with tools

Exterior

Wheels, 17" (43.2 cm) Grazen Metallo machined-face aluminum (STD)

Tires, 235/65R17, all-season blackwall (STD)

Wheel, compact spare 17" (43.2 cm) steel

Tire, compact spare, T128/70R17, blackwall

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Data Version: 24630, Data Updated: Jan 22, 2025 6:45:00 PM PST.



MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✓ Complete)

Exterior

Shutters, front upper and lower grille, active
Headlamps, LED
IntelliBeam, automatic high beam on/off
Tail lamps, LED
Glass, deep-tinted, rear
Window, rear side, solar absorbing, privacy tinting
Mirror caps, body-color
Mirrors, outside heated power-adjustable, manual-folding
Liftgate, rear manual

Entertainment

Audio system feature, standard speaker system
Infotainment, High
SiriusXM Trial Subscription (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
5G vehicle connectivity (Terms and limitations apply. See onstar.com or dealer for details.)
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Google Automotive Services capable
Noise control system, active noise cancellation
USB Ports, 2 type-C located on back of center console, charge only
USB Ports, 2, one type-A and one type-C data/charge, located in the front area of the center console

Interior

Seats, front bucket (STD)
Seat trim, Cloth
Seats, heated driver and front passenger
Seat adjuster, driver 6-way manual
Seat adjuster, front passenger 4-way manual
Headrest, rear center
Armrest, rear center, fold-down with 2 cupholders

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Data Version: 24630. Data Updated: Jan 22, 2025 6:46:00 PM PST.



MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✓ Complete)

Interior

Floor mats, carpeted rear

Steering wheel, 3-spoke

Steering wheel, heated, automatic

Steering column, tilt and telescoping

Speedometer, miles/kilometers

Driver Information Center 11" diagonal Driver Information Center

Display, AOS occupant sensing

11.3" diagonal advanced color LCD display with Google Built-In compatibility including navigation capability, connected apps, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones

Vehicle health management

Windows, remote express-up/down driver and express-down all passengers

Keyless Open and Start

Remote Start

Adaptive Cruise Control

Remote panic alarm

Air conditioning, single-zone

Defogger, rear-window electric

Air filter, pollutant

Mirror, inside rearview manual day/night

Mirrors, driver and front passenger illuminated vanity mirrors, covered

Map pocket, driver seatback

Map pocket, front passenger seatback

Cargo mat, load floor

Power outlet, cargo area auxiliary, 12-volt

Safety-Mechanical

Enhanced Automatic Emergency Braking

Intersection Automatic Emergency Braking Intersection alert, braking

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag

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Jan 23, 2025

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MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@melloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✓ Complete)

Safety Interior

Airbag, Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Rear Park Assist

HD Rear Vision Camera

Forward Collision Alert

Following distance indicator

Front Pedestrian and Bicyclist Braking

Rear Cross Traffic Braking

Reverse Automatic Braking

Blind Zone Steering Assist

Lane Keep Assist with Lane Departure Warning, enhanced

Side Bicyclist Alert

Occupant Presence Detection, front and rear

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

Safety Alert Seat

Seat Belt Adjustable Guide Loops

Rear Seat Reminder

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Jan 23, 2025

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MELLOY CHEVROLET

Randy Witt | 505-866-3005 | randy@mellloyfleet.com

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT (✓ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 6

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 24530, Data Updated: Jan 22, 2025 6:45:00 PM PST.

Jan 23, 2025

Page 8

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

February 5, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: POLE REPLACEMENT-ELECTRIC-SPA

The following reviewed with the City Manager and the Electric Department, the purchasing department, the request to purchase under the Statewide Price Agreement for electrical poles to be purchased for the replacement and update of the current City electrical poles.

Enterprise Funds- 503

Total Cost \$ 131,250.00

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 # _____

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 02/12/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93881	B&D Industries	State Price Agreement #40-00000-24-00074 B&D Industries \$142,242.19-Electric	Priscilla Fuentes	Electric Dept.	\$ 142,242.19	SPA
					\$ 142,242.19	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Major

Date



REQUISITION

Requisition #: 93881

Date: 02/04/2025

Vendor #: 9226

ISSUED TO: B&D INDUSTRIES INC
9720 BELL AVENUE SE
ABLUQUERQUE, NM 87123-

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

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	POLE REPLACEMENT		0.00	503-3702-47415	131,250.00
2	0	NMGRT		0.00	503-3702-47415	10,992.19

PO Description: POLE REPLACEMENT- ELECTRIC

Detailed Description:

POLE REPLACEMENT- ELECTRIC
STATE CONTRACT 40-00000-24-00074
COMMISSION AGENDA ITEM: 02/12/2024

Authorized By: _____

SUBTOTAL:	142,242.19
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	142,242.19



**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor:
19 Vendors – See pages 6-9

Price Agreement Number: **40-00000-24-00074**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Procurement Specialist: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

JD

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Invoice:
As Requested at Time of Order

Title: Electrical Services On-Call

Term: June 20, 2024 – June 19, 2025

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/20/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement #: 40-00000-24-00074

Page-6

Awarded Vendors:

(AA) 0000165669

A and S Enterprises Inc.
106 Roehl Rd NW
Albuquerque, NM 87107
Bryan Abeyta, 505-916-7470
Bryan@asenm.com

Payment Term: Net 30
Delivery: 106 Roehl Rd NW
Albuquerque, NM 87107
Public Works: 1758420150713
License: #380956, EE98

(AB) 0000097177

APIC Solutions, Inc.
5550 Midway Park Place NE
Albuquerque, NM 87109
Steve Foster, 505-345-1381
service@apicnm.com

Payment Term: Net 30
Delivery: Destination, unless otherwise indicated by
NM State Purchasing Agent
Public Works: 2431920120420
License: #373987, EE98, GB98, GS24

(AC) 0000133362

Alpha & Omega Electric, LLC
1301 Alcazar St. NE
Albuquerque, NM 87110
Elizabeth Kinkade, 505-554-3313
elizabeth@electrical.team

Payment Term: Net 30
Delivery: As Requested
Public Works: 24753773182017
License: #387077, EE98

(AD) 0000046277

B&D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
Jamie Westerfield, 505-299-4464
newwojobs@banddindustries.com

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 0191702011629
License: #1426, EE98, EL01, GA98, GB98, EL01, GF09,
MM98

(AE) 0000049380

Bixby Electric Inc.
521 Wheeler SE
Albuquerque, NM 87102
Bob 505-350-1098
Bob@Bixbyelectric.com

Payment Term: Net 30
Delivery: As Needed
Public Works: 190612011621
License: #28568, EE98, EL01, GA03, GA98, GB98, GF98,

(AF) 0000145462

Cypress Communication Systems, LLC
2469 Corrales Rd Ste B3
Corrales, NM 87048
Joshua Fenlason, 505-796-5664
info@cypressnm.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 2427820120330
License: #359124, EE98, ES03

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy,
Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK

65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

February 6, 2025

Attn: Bo Easley

Re: City of T or C – Pole Replacement

Priced per Statewide Price Agreement - # 40-00000-24-00074

Thank you for the opportunity to provide a price for this project.

Price: \$142,242.19 (includes NMGR)

Scope of work: Pole replacement at 15 different locations (labor only).

Inclusions:

1. Broadway/Aluminum - \$8,750.00
2. Broadway/Mercury - \$8,750.00
3. Marshall/Steel #1 - \$8,750.00
4. Marshall/Stell #2 - \$8,750.00
5. Marshall/Lead - \$8,750.00
6. Marshall/Nickle #1 - \$8,750.00
7. Marshall/Nickle #2 - \$8,750.00
8. Marshall/Nickle #3 - \$8,750.00
9. Marshall/Platinum - \$8,750.00
10. Marshall/Tin - \$8,750.00
11. Marshall/Copper - \$8,750.00
12. Marshall/Iron - \$8,750.00
13. Last pole on Marshall - \$8,750.00
14. Clay Spears Pole - \$8,750.00
15. WasteWater Road - \$8,750.00
16. Labor only
17. NMGR @ 8.375% (\$10,992.19)

Exclusions:

1. Payment & performance bond (Add 1% if required)
2. Testing
3. All permits, plan review, and utility fees
4. General site conditions
5. Shift work and overtime work
6. Rental of temp. equipment
7. Demo of any existing electrical
8. All formed and poured concrete for transformer pads and housekeeping pads

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy.
Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK

65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

9. Excavation
10. Saw cutting, coring, and patching of concrete, asphalt, etc.
11. Painting of any conduit, raceway, or equipment
12. Painting and patching of any walls, ceiling, sheetrock, and/or any other surface
13. Patching of any block, concrete, or asphalt
14. Architect design and engineering services
15. Asbestos and lead paint removal
16. HVAC Controls and EMS electrical installation
17. Spare material, lamps and fuses
18. Fixture support wires
19. Temporary power
20. Unforeseen site conditions that are irregular or unusual circumstances and may incur additional cost such as harder than usual digging conditions, hidden items, etc.
21. Repair of existing code violations
22. Any electrical not specifically addressed in this narrative

If you have any questions or concerns, please feel free to email or call.

Best Regards,

Shane Lewis

Project Manager II
slewis@banddindustries.com
(505)-903-9940

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.

*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*

February 5, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: POLICY #1890 FY24/25-NM SELF INSURERS FUND

The following reviewed with the City Manager the New Mexico Self Insures Fund is past due for payment and has been reconciled for FY 23/24 and 24/25. This is a requirement and based on the threshold is being presented to the City Commission for approval.

Multi-Lines

Total Cost \$ 322,750.00

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 # _____

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 02/12/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93884	NM Self Insurers Fund	Policy #1890 FY 24/25-Multiple Departments	Jocelyn Holguin	Finance Dept.	\$ 322,750.00	DUES
					\$ 322,750.00	

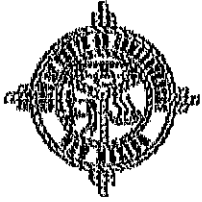
ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Major

Date



REQUISITION

Requisition #: 93884

Date: 02/04/2025

Vendor #: 0538

ISSUED TO: NM SELF INSURERS FUND
P.O. BOX 846
SANTA FE, NM 87504

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 POLICY NUMBER: 1890 FY 25		0.00 101-1018-46733	322,750.00

PO Description: POLICY NUMBER: 1890

Detailed Description:

POLICY NUMBER: 1890 FISCAL YEAR 24/25
CURRENT POLICY PAYMENT + OUTSTANDING BALANCE FOR PRIOR FISCAL YEAR 23/24
COMBINED DEPARTMENTS-MULTI-GL'S
COMMISSION AGENDA ITEM: 02/12/2025
PLEASE, SEE ATTACHED:

Authorized By: _____

SUBTOTAL:	322,750.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	322,750.00



Customer Statement

New Mexico Self-Insurers' Fund
P.O. Box 846
Santa Fe, New Mexico 87504-0846

Customer ID
Truth or Consequences-NMSIF

Date
9/30/2024

Number
77

Billing Address

City of Truth or Consequences
505 Sims Street
T or C, NM 87901

Service Address

City of Truth or Consequences
505 Sims Street
T or C, NM 87901

Billing Number	Date	Insurance Type	Description	Charges	Payments/ Credits	Balance
25Air 101	7/1/2024	Liability	FY25 Airport Liability	\$2,951.00	\$0.00	\$2,951.00
25EmpDsh 085	7/1/2024	Property	FY25 Employee Dishonesty	\$1,328.00	\$0.00	\$1,328.00
25Liab 104	7/1/2024	Liability	FY25 Liability Renewal	\$245,779.00	\$0.00	\$245,779.00
25Liab 104	9/10/2024	Liability	Additional Premium - Liquor Liability	\$1,125.00	\$0.00	\$1,125.00
25Prop 1	7/1/2024	Property	FY25 Property Renewal	\$38,856.00	\$0.00	\$38,856.00
25Vol 101	7/1/2024	Liability	FY25 Volunteer Premium	\$122.00	\$0.00	\$122.00
25WC 105	7/1/2024	Workers Comp	FY25 Workers' Comp Renewal	\$32,589.00	\$0.00	\$32,589.00

Previous Balance		Charges		Payments/Credits		New Balance	
\$0.00		\$322,750.00		\$0.00		\$322,750.00	
Current	\$246,904.00	30 Days	\$0.00	60 Days	\$0.00	90+ Days	\$75,846.00

Customer ID

Truth or
Consequences-NMSIF

City of Truth or Consequences
505 Sims Street
T or C, NM 87901

MAIL PAYMENTS TO:

New Mexico Self-Insurer's Fund
P.O. Box 846
Santa Fe, New Mexico 87504-0846

\$ _____ Amount Remitted



NEW MEXICO SELF-INSURERS' FUND

Coverage Renewal Invoice

Policy Number: 1890

Invoice Date: 7/26/2024

Insured: Truth or Consequences

Coverage Dates: 7/1/2024 to 07/01/2025

Fund Year: Fiscal Year 2025

Reference #	Coverage	Premium
Property	Property	\$36,947
	Contractors Equipment	1,833
	EDP	76
25Prop 1	Total Property Premium Due	\$38,856
Liability	Automobile	
	Auto Liability	\$21,781
	Auto Physical Damage	29,805
	General Liability	129,461
	Liquor Liability	1500
	Law Enforcement Liability	60,793
	Public Officials Liability	72,028
	Total Liability	\$315,368
	Less 25% Discount	-78,842
	Plus Premium for Increased Limit – Law Enforcement	6,412
	Plus Premium for Increased Limit – Public Officials	3,966
25Liab 104	Net Liability Premium Due	\$246,904
Workers' Compensation	Workers' Compensation	\$130,359
	Less 75% Discount	-97,770
25WC 105	Net Workers' Compensation Premium Due	\$32,589
	Total NMSIF Renewal Premium Due	\$318,349

Passthrough Coverage

Reference #	Coverage	Premium
25Air 0101	Airport	\$2,951
	Cyber	\$0
25EmpDsh 085	Employee Dishonesty	\$1,328
	Fine Arts	\$0
	Storage Tank Liability	\$0
25Vol 101	Volunteer Accident	\$122
	Volunteer Firefighter Accident	\$0
Total NMSIF Renewal & Passthrough Premiums Due		\$322,750

Notes:

- *NMSIF Property and Liability renewal premiums are due in full upon receipt of invoice. Worker Compensation renewal premium may be split in 2 payments, the 1st due within 30 days of receipt, the 2nd due by 12/31/24.*
- *Passthrough coverage premium is due in full upon receipt of invoice.*

Remit Payment to:

New Mexico Self Insurers' Fund
PO Box 846
Santa Fe, NM 87504-0846

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.torcum.org

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

February 5, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: WILSON AGREEMENT-COMMUNITY DEVELOPMENT AGREEMENT

The following reviews with the City Manager and the Community Development Department, and purchasing department, the request for a new agreement with Wilson and Company for the ongoing Wastewater Improvements. The prior On Call Agreement has expired and the current On Call does not have the proper language to utilize for the continued services. Based on those nuances, the City with the approval of State, a 30 Day Sole Source was issued to continue to utilize Wilson & Company for the continuance of the already involved with the current projects for start to finish. This will help avoid further disruptions and not to have the cost exceed further if we were to procure another engineering firm.

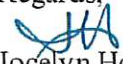
*This agreement was placed in an earlier portion of the agenda for acceptance of said agreement. This step allows us to move forward with the purchase order for services.

SAP GRANT #24-12460-GF- 380

Total Cost \$ 456,137.18

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 # _____

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

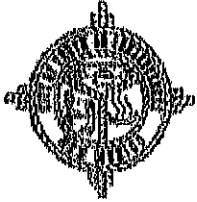
COMMISSION MEETING 02/12/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
93889	Wilson & Company	Grant SAP 24-12640 GF-WISP I, DWSRF Waterline, MSD Projects	Traci Alvarez	Community Development	\$ 456,137.18	Sole Source

\$ 456,137.18

ATTEST:

Angela Torres, Clerk-Treasurer_____
Date_____
Rolf Hechler, Mayor_____
Date



REQUISITION

Requisition #: 93889

Date: 02/05/2025

Vendor #: 7982

ISSUED TO: WILSON & COMPANY INC ENGINEER
4401 MASTHEAD ST NE SUITE 150
ALBUQUERQUE, NM 87109-

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

ITEM	UNITS	DESCRIPTION	PROJECT	PRICE	GL ACCOUNT NUMBER	AMOUNT
1		O WA SYSTEM IMPROVEMENTS SHOVEL RE		0.00	360-7034-80860	456,137.18
PO Description: ENGINEERING SERVICES DESIGN/CONSTRUCTION OVERSIGHT						
Detailed Description: **PENDING COMMISSION APPROVAL 2-12-25** SOLE SOURCE #50-M0098-24-CP499 GRANT- SAP 24-I2460-GF						

Authorized By: _____

SUBTOTAL:	424,560.49
TOTAL TAX:	31,576.69
SHIPPING:	0.00
TOTAL	456,137.18

From: [Holquin, Jocelyn](#)
To: [Traci Alvarez](#); [Nasi, Mark](#); [Deal, Steven, ENV](#)
Cc: [Javier, Jordan](#); [Ducon-Walk, Daniela](#)
Subject: Fw: Sole Source #50-M0098-24-CP499 - 30 Days
Date: Monday, January 27, 2025 10:24:41 AM

Hello All,

Please note, the sole source is complete and successful. We are now ready to proceed with the contract with Wilson and should be on the next Commission meeting for official approvals. Thank you.

Best Regards,

Jocelyn Holquin
Finance Director
City of Truth or Consequences
505 Sims Street
Truth or Consequence, NM 87901
Director #575.740.7323
jholquin@torcnm.org

Confucius Says: Teamwork makes the Dreamwork!

From: GSD.SPDInfo@state.nm.us <GSD.SPDInfo@state.nm.us>
Sent: Monday, January 27, 2025 12:01 AM
To: Holquin, Jocelyn <JHOLGUIN@TORCNM.ORG>
Subject: Sole Source #50-M0098-24-CP499 - 30 Days

Your Sole Source **#50-M0098-24-CP499** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does *not* mean your contractor can begin work. It *only* means the procurement method has been approved.

GSD/SPD State Purchasing Division
GSD.SPDInfo@state.nm.us
\$ASSIGNEDNAMES
\$ASSIGNEDEMAIL\$

**STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
T OR C WATER DISTRIBUTION LINE RPLC
SAP 24-12460-GF**

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Truth or Consequences hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, In the Laws of 2024, Chapter 66, Section 20, Subsection 106 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-12460-GF \$4,400,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 106, Four Million Four Hundred Thousand Dollars, (\$4,400,000.00), from the General Fund to plan, design and construct water system improvements, including replacement of water distribution lines, in Truth or Consequences in Sierra county;

The Grantee's total reimbursements shall not exceed Four Million Four Hundred Thousand Dollars, \$4,400,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: E.2

SUBJECT: City Commission Regular Minutes, February 26, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: March 7, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

• -
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-12-25

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, FEBRUARY 26, 2025**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

Hon. Rolf Hechler, Mayor
Hon. Amanda Forrister, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner via telephone at 9:21 a.m.
Hon. Merry Jo Fahl, Commissioner
Hon. Ingo Hoepfner, Commissioner

Also Present: Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
OJ Hechler, Community Services Director
Luis Tavizon, Chief of Police

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation. Commissioner Fahl asked the community to keep the family of Betty Buhler in their thoughts and prayers. She also asked to keep those that you know who are battling cancer in your thoughts and prayers. Her husband was diagnosed with cancer and that is why she was missing meetings in the past. They had a doctor's appointment 2 weeks ago and he is completely cured and is cancer free. God's blessings found it soon enough that he was cured.

3. PLEDGE OF ALLEGIANCE:

Mayor Hechler called for Commissioner Fahl to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Forrister made a motion to approve the agenda with the removal of item E1. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PUBLIC COMMENT (3 Minute Rule Applies):

Jagger Cary Gustin addressed the Commission with comments related to:

- He invited everyone to the new sculpture dedication at the Healing Waters Plaza on March 24, 2025, at 1:30 p.m. He asked if the mayor could prepare a speech for the dedication event.
- The Eddington crew was here during the 1st of the month with some re-shoots. They shot at the old armory building and at the water tank. We have a new film that will be here on March 1st and 2nd. It is by Left/Right productions out of New York City. The movie is called Ride with Norman Reedus. Apparently, he rides around on a motorcycle to different cities. They have filled out the permits and they have provided insurance. This film will not be disruptive whatsoever.

Becca Eza addressed the Commission with comments related to:

- We finished our Small Business Valentine raffle that encouraged everyone to shop small the first part of February. We had almost \$3,000 in receipts from small businesses.
- We are just about to open up submissions for our youth sign competition to design a positive sign with the anti-littering message to encourage people not to litter. It is a part of the Clean and Beautiful grant. Soon we will have a category pursuit that is ages 13-18 and then there will be one for ages 12 and under. I am getting in touch with the art teachers from the schools to try and get the word out about it. If you guys know any artistic youth, please help spread the word. We are just asking for them to design a sign and we will choose one from each category. The winner will get \$100 cash and we will print their sign on 6 metal signs that will be posted around town. The deadline for that submission is March 28, 2025.
- We are in full swing for our redefined marketing campaign which is funded by Lodgers Tax. It is a marketing campaign for T or C. We are putting print ads in regional publications in Tucson, El Paso, Santa Fe, and Albuquerque. We have digital billboards. One is currently up in Albuquerque, and there will be one next month in Las Cruces and in El Paso. We are also doing some online marketing and various things like that. We are just trying to get the word out about how amazing Truth or Consequences is as a destination.

Mayor Hechler: I would like to announce, henceforth, if you haven't signed up for public comment, in the future then I won't be calling on you anymore. So, please sign up if you would like to speak and please pass the word because we want a record of your signature and that you want to speak to us. So, in the future if you are not signed up you won't be called on so, please keep that in mind for the next meeting.

D. REPORTS:

City Manager Whitehead reported the following:

- It has been a good couple of weeks. I'm going to call on a couple of people here to talk about a couple of reports.
- As of Friday, we have 12 active water leaks around town. There are no water leaks that we would call significant flows. They are all managing and the crew has those scheduled and they are attempting to work through those in a methodical way. I asked the water department to give me a plan of how they are working. If they have a leak that is really gushing water out that is an active leak. They will go anytime to get that. They are trying to schedule the smaller leaks, so they have the ability to still do water and sewer taps. We also still have to find line locates. The 3rd list that they are managing are leaks around the community that have been there for more than 2 weeks. So, if a line leaks more than twice, they are tracking those and they are going to ask me if we can get those lines replaced where we might bring in a contractor or we might actually buy some significant piping. They seem to have a fairly good process. It feels like they are on top of it, and the crew is working diligently. If they get a call out, they will not go home until that leak is resolved so we are seeing significant overtime as it relates to leaks, but they are doing a great job. We've had a couple of leaks over the last two weeks where a contractor is putting in some lines. We are working together, and they are calling for locates, but there have been a few times when the line locate is not exactly in the spot where our map would have had it, and then there have been days where we've actually gone onsite to be there to work with that contractor to make sure if we have an error or mistake and we hit a line, we are able to get through that significantly. I'll be contacting the engineer, and we will sit down and make sure that we are going over all of that and make sure that everything is in order. The last leaks that we've had have been really more about that process, and for those who don't know, we will be getting high speed internet through that process. We just have to get through it, and then we should have some improved infrastructure again for the community.
- We are trying to work on the website. Angela and I have talked about how to make it a little more robust so that the citizens can go through our website and see if we have an outage, it will be a better site to go see. We are trying to get that resolved.
- I will be traveling to Santa Fe tomorrow and Friday for Municipal League meetings, and some meetings with our legislative staff to talk about our priorities.
- We are trying to get a meeting with the Department of Transportation as they are preparing for their downtown striping plan. They are moving really fast. We are not sure that we'll have it this week, but they are preparing it, and it should be striped in the next couple of weeks, so we want to make sure that we ask some questions. I've worked with the Chief to make sure that they are prepared with how we are going to be prepared with the new traffic pattern and the flow and just make sure that we're going to be educated on the front end and be there to make sure that the process is smooth.

CITY COMMISSION FEBRUARY 26, 2025 REGULAR MEETING MINUTES

- We changed the PO process, and we the item on the consent calendar so you can see the items that I signed that are between \$20,000 and \$60,000. I remind the commission that if you have questions when you get that in your packet you can move that off of the consent agenda and we can have a discussion. It will always be on the consent calendar and a report will be included if there are any items between \$20,000 and \$60,000 that were approved. We didn't have any today.

City Clerk Torres:

- We got our new projector in, and they also installed a new screen. The picture is great, and we no longer have to connect it to the long HDMI cable that is usually lying across the floor. They will be here tomorrow to install new mics, and we are going to also get a new sound board. They will also be installing new cameras, so instead of us having to use a portable camera for Facebook Live, we should be able to use the cameras that are installed so we can capture both angles.

City Manager Whitehead: The team indicated that these two cameras are primarily used for the recording software. It's possible that we may still use these cameras for the recording software, and then new cameras will be installed for Facebook live. We may also move to a YouTube channel. So, we may have two camera systems in here, but again, their focus is to try and make this work for the staff.

Mayor Hechler: Will you have control of the camera angles?

City Clerk Torres: Yes, and I will also have control of the mics as well.

Jocelyn Holguin, Finance Director:

- We have already met with all of the departments. We are doing a two-part phase where we're cleaning up the current budget and bringing it up to par. We are also directing staff on what we are looking at on their line items and increases that we have to make for shortfalls and for them to be considerate of what they are budgeting because we are doing the pay study to try to get the staff increases, so we asked them to be mindful of that when they are considering their numbers.

Chief Tavizon:

- We got the approval for the SCIP. I didn't get it in a timely manner to make this agenda today to get approved. I'll be presenting it to you at the next meeting. That's the grant that was given to us by the state to help with the mental illness issue that we're dealing with. That will provide some money for overtime and training and getting some officers certified as de-escalation experts. It will all be paid for. It's not a match grant. It is a 100 % grant.
- We are starting applications for the LEPF funds for next year. That's always a fun process to get those submitted in a timely manner.
- We are working with Finance to get our budget done and prepare for next fiscal year for your approval.
- We are working on traffic enforcement grants to try and get people to slow down a little bit. Especially with construction and the new traffic pattern that is going to

happen down town, so we have officers out there on the street that are trying to get people to slow down.

- The Municipal League purchased Lexipol. It's a company that specializes in policy management, so its best practices across the nation, and its specific to New Mexico. They are looking at the New Mexico Self Insurers Fund giving us a discount for utilizing their policies and procedures. I am actively working with them right now to go over the policies that are applicable to our community. Obviously, we're not going to be comparable to larger entities like the Albuquerque Police Department. It also gives us the opportunity to send out policies to the officers so they can acknowledge that they read it, and it also gives them scenarios on the basis that they can test out officer policies. Once all of that is set up, I will bring it in front of you again. I brought one to you when I first took over and you guys approved that. It should be similar.

Mayor Hechler: City Manager Whitehead, when we meet with the highway department, I think one of the concerns that we have is loading and unloading for major trucks with trailers. People that provide services and goods to our businesses. In the past when we had two lanes in the downtown area, they would absorb one lane and unload there. I think we want to make sure that we talk with the highway department and see how they want us to determine how we are going to unload our big trucks. Our alley ways aren't really conducive to having these big trucks driving through them, so that would be a question I would like to get their recommendation on. I don't know if its too late to ask for loading and unloading zones. I kind of imagine that they already have the plan designed, and it may be too late, but I would like to get that question answered so please remember that.

City Commission Reports:

Commissioner Fahl reported the following:

- Mayor Pro-Tem Forrister and I had agreed that we would try and help the birthday planning celebration for the city, and I was going to visit with Angela about that, but Fiesta has already planned on doing a Truth or Consequences game show in March, and I was thinking that could kind of be the sendoff for our birthday celebration. After that Amanda and I will get with you Clerk Torres and maybe we can set up a public meeting and start planning for something every 3 months. I think that will be a good start. I talked to Destiny about that, and they were okay with that too. Thank goodness that they already jumped on that and got that in place. That will give us time to get something planned. With all of my husband's health issues I couldn't take that on too.
- My husband and I went up to Santa Fe on Thursday, Friday and Saturday to be up there during the legislative session. I was able to see Senator Brantley in action. We went by her office several times, but when we were going to connect with her, she would get called out, so we didn't get to visit with her too much. We did, however, see Representative Armstrong and Representative Dow. She was so kind as to recognize us. I left notes for Senator Brantley about our issues.

- Since our meeting we made some progress on our Veterans Memorial Park to acquire the helicopter. The Veterans Trust Board believed that we had sufficient funds to pay for the transport. I have been working with OJ to see if we could store it at the airport until we are ready to get the platform built. There are other helicopters at Fort Baird and Las Cruces. We are hoping to get those designed so the city doesn't have to pay for that. That is pretty exciting news, so hopefully we'll have it here in a month or two.

Commissioner Hoepfner reported the following:

- I want to say thank you to the City Manager for giving me a tour of the different departments and showing me around the town. I saw the wastewater plant. It is really organized, and every department is clean. They are doing a great job. It was neat and informative to see behind the scenes.
- We had meteoric here which is an artist festival. It happens once a year. It brought tourism to our town. I want to thank the organizers and those everybody who was involved with the event. We have amazing local artists, but its always nice to see the artists from different towns coming and visiting our town and enjoying it. I heard positive feedback that they are looking forward to coming back. That is one step forward with partnerships with other cities. I hope that we can start reaching out to other communities in the future to come and visit us or us visiting them as well.
- I am looking forward to Fiesta. Hopefully we will have more events this year, especially celebrating 75 years of Truth or Consequences. Hopefully, we will see some banners celebrating 75 years of our town.

Commissioner Mitchell reported the following:

- We discussed banners at our Fiesta meeting last night about getting happy birthday banners for the City of Truth or Consequences and approaching Lodgers Tax to pay for those. That is on our planning list.
- Thank you, Merry Jo, for reaching out to talk about the city's birthday party. We had a meeting last night and we discussed possibly having a giant birthday cake float in the parade for Fiesta for the City of Truth or Consequences. We are going to try and see if we can make that happen and make it work.
- I wanted to thank everybody who participated in the Tree New Mexico planting. We have 179 trees planted thus far. We are trying to make the mayor's goal of 1000 trees.
- This weekend is the Rock & Gem Show for Sierra County out at the fairgrounds. We encourage everybody to come out and check out all of the cool stuff. It is actually tallied as one of the smaller, but one of the better Rock & Gem shows in the state.

Mayor Pro-Tem Forrister reported the following:

- Friday the boy's basketball team will be competing for the district tournament championship. They won last night against Hatch so that is really exciting.
- I am on the fair board and we have been updated on the progress that is going to be happening at the fairgrounds. Hopefully, they will start getting some stuff done out there so we can start using that building again.

Mayor Hechler reported the following:

- On February 26th City Manager Whithead and I met with Cynthia Hall. She is the district director for Congressman Gabe Vasquez. We talked about our legislative priorities and they are willing to help us but we are going to go to our legislator first, so we are making a trip tomorrow and the next day to spend some time up there. We had meetings already scheduled with Senator Brantley and our two representatives. Anything that we are not fortunate in getting funding for will be requested through Congressman Gabe Vasquez' office. Hopefully we will have good luck this year in getting funded for our priorities and things that we wanted to get.
- Over the past week or so I roughed out the new City Manager evaluation. I've got a copy in front of everybody here. I would like to ask my fellow commissioners to please take that home with you and go through it and make notes on it and add anything to it that you want to see evaluated and what you would like to our City Manager to accomplish. If you would have that back to Johanna in the City Manager's Office by next Wednesday, I'll pick that up during the agenda meeting, and I will incorporate those changes to the evaluation and then we can present the evaluation to the Manager during the March 12th meeting.

City Attorney Rubin had no report.

E. CONSENT CALENDAR:

1. **City Commission Regular Minutes, February 12, 2025.**
2. **Acknowledge Regular Planning & Zoning Advisory Board Minutes, December 9, 2024.**
3. **Purchase report of items between \$20,000 and \$60,000.**

Commissioner Fahl moved to approve item E2 of the Consent Calendar as item E1 was removed and there were no items for E3. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. ORDINANCES/RESOLUTIONS/ZONING:

1. **Discussion/Action: Open Meetings Act Resolution 01 24/25, Amendment to the time regular meetings are held.**

City Manager Whitehead: I would just remind the commission at the last meeting we had a spirited discussion on potentially changing the time of the meetings. It felt like we came to some consensus to have the first meeting at 9:00 a.m. and the second meeting at 4:00 p.m. Staff and legal reviewed our open meetings resolution and policy within the city and found that the only thing that needed to be changed was the one line in the resolution identifying the time. Otherwise, we would be compliant at any of those times, so I asked staff to prepare two resolutions. One that would move the second meeting to 3:00 p.m.

and one that would move the second meeting to 4:00 p.m. You can ask questions to our legal department or to City Clerk Torres. She really spearheaded the organization of this matter.

Commissioner Fahl: I know we talked about this quite a bit at the last meeting, and I thought about it afterwards and I am just going to give my personal opinion, we all donate a lot of time to other organizations, and we are involved in a lot of things. I can write grants in the morning, but I can't think very good in the afternoon, and I don't want to give up more of my evening time. When we were elected, we knew that we would have meetings at 9:00 a.m. The city tried this in the past a couple of times, and it never really worked out.

Mayor Pro-Tem Forrister: At the last meeting, Commissioner Fahl came up with this idea.

Commissioner Fahl: I did, but I thought about it and changed my mind.

Mayor Pro-Tem Forrister: She came up with the idea of splitting the meetings. I know there was some hesitation about doing them in the evenings, but I like the fact that we came to a consensus that maybe if we do one in the morning and one in the afternoon then everybody would only be giving up one morning or one afternoon. It is one time a month that we are making a compromise, and maybe we're trying to get different crowds to come at different times. I think if we do one at 4:00 p.m., people who work until 5:00 p.m. can easily take off that extra hour to be here if they want to be here and be present in our commission. And then, a big one is for when we have to open up our seats, I know some of us are not going to run again so it will be nice to pull from a bigger body of people that are maybe working 9-5 jobs. I would like to meet once in the morning and once in the afternoon, and I would still want the second meeting to be at 4:00 p.m. so we can get those people who don't get off until 5 to maybe attend our meetings.

Commissioner Hoepfner: I am fine with meeting at 4:00 p.m. as well, but if it stays the same as we are doing now at 9:00 a.m., I'm still saying that when there is something on the agenda that needs public input, we should really do a special session so everybody who has a 9-5 job can attend. It could be a special meeting that only covers special topics so it won't be a long meeting where people want to leave in the middle of our sessions.

Commissioner Mitchell: I agree with Merry Jo with the fact that I don't want to give up my afternoons, but I was also in Amanda's position and I understand that from a business owner's perspective that being able to attend after work or even taking off an hour early is doable. I would vote for the 3:00 p.m. meetings over the 4:00 p.m. meetings, but that is just my two cents.

Mayor Hechler: Mayor Pro-Tem, the 3:00 p.m. meeting wouldn't really work for you would it, because you have classes until 3:30 p.m.

Commissioner Fahl: Her premise of that was that we want business people to attend.
Mayor Pro-Tem Forrister: It's not just for me. It's also for that reason, and now that I'm in that position, that makes me aware of how difficult it is for those people to be here at 9:00 a.m.

Mayor Hechler: Manager Whitehead, I know that we discussed maybe changing the format of the meetings just a little bit. One of the meetings should be business related, and the other one could be more normal like we are doing today. I would assume that the meeting at 4:00 p.m. would be more business related to be more expedient.

City Manager Whitehead: We can talk about it more at the next meeting, but we looked at the policies the city has, and there are some shortcuts such as our policy stating that public comment is not to be on the second meeting of the month, so that is something that I would implement. I have begun to build a calendar with the department heads so I would put 5 department heads on each of the first meetings, but there won't be any department reports at the second meeting. We would probably even consider removing the commissioner's report as well to try and speed up the meeting, and by only adding pertinent items to the second meeting, I think we can cut the meeting down to a couple of hours. That would be the goal. I think we could accommodate it and it's worth an effort on our part to see if we can help get more people to come and participate, and to make it to where we are not here for several hours on the second meeting.

Mayor Pro-Tem Forrister: We can always change it back if we see that it's not working, and I would ask that we do the 4:00 p.m. meeting because to me it's pointless if we do the 3:00 p.m. meetings and we might as well just leave it alone at that point.

Mayor Pro-Tem Forrister moved to approve Open Meetings Act Resolution 01 24/25, Amendment to the time regular meetings are held with option 2 regarding 9:00 a.m. meetings for the 1st meeting of the month and 4:00 p.m. for the 2nd meeting of the month. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer.

**Hon. Merry Jo Fahl, Commissioner voted nay
Hon. Ingo Hoepfner, Commissioner voted aye
Hon. Amanda Forrister, Mayor Pro-Tem voted aye
Hon. Rolf Hechler, Mayor voted aye
Hon. Destiny Mitchell, Commissioner voted aye**

Motion carried with a 4-1 vote.

2. Discussion/Action: Resolution No. 31 24/25 Confirming the rescission of the adoption of Ordinance No. 767.

City Manager Whitehead: At the last commission meeting we presented the process on the police department and the election that was set to happen. Potentially we found ourselves in water that would have nullified that vote. The commission took action to withdraw from that particular ordinance. When I contacted the County Clerk, she asked for a resolution indicating that the rescission had taken place so she could verify her records. I consulted with Jay and with staff and we felt that it would be proper to create that paper trail that said, the ordinance was passed, the vote set that aside and we had rescinded that, so that's what the action is here.

Commissioner Fahl moved to approve Resolution No. 31 24/25 Confirming the rescission of the adoption of Ordinance No. 767. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 32 24/25 Repealing Resolution 30 24/25 and Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund.

City Manager Whitehead: At the last meeting we asked you to approve a resolution that would allow us to apply for colonias funding for a wastewater preliminary engineering report. We went through several things over the last few weeks, and we probably got a little bit ahead of this. So, we asked for you to allow us to apply for \$150,000 which requires a 10% match, which is \$15,000. When we got the final engineering report on the cost, it's going to be about \$190,000 to do the study, so the match will go up to \$19,000. Staff felt like it was proper to come back and re-visit this, repeal the previous resolution and approve the correct resolution that is here before you today so we can apply again. This is just for the application, and it sounds like colonias requires that the action be clear so that is the error.

Assistant City Manager Alvarez: As stated, once we got the definite scope of work from the engineer, the cost could potentially go up. What we would like to do within that PER would require us to install a couple of meters in some of the manholes so we can confirm the flow rates from each of the main sewer areas. We would also be looking at getting a hydraulic model which is what we have for our water system. That was very instrumental when we were dealing with the issues of low water pressure for the hospital. Having that hydraulic model really helped us solve some of those issues, so we would want the same with our sewer system. We also want to be able to identify the critical bottleneck areas within the system and do a condition and capacity evaluation of the collection lines and

manholes which is approximately 61 miles of line with a little over 1000 manholes, as well as the condition and capacity evaluation of all of our major pump stations which would be at Nickle, Clancy, North Date and Riverside. Colonias is a 10% match and 10% loan component, so our application request for the \$191,000 would give us a \$19,000 cash match requirement as well as a \$19,000 loan for a total project cost of \$229,000.

Mayor Pro-Tem Forrister moved to approve Resolution No. 32 24/25 Repealing Resolution 30 24/25 and Authorizing and Approving the Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. NEW BUSINESS:

- 1. Discussion/Action: FY2024 Community Project Funding Grant Agreement B-24-CP-NM-1489 request to use their portion of Lodgers Tax funding to hire an engineer to assess the Geronimo Springs Museum Fountain.**

Cary Jagger Gustin, Public Arts Board Member: We represent the Public Arts Advisory Board. Andy Underwood are members of the board. For the last 6 or 7 years, we have been working diligently to restore the hot water to your city owned fountain on Main Street in downtown T or C. Initially we thought that the system had dried up as the hot water builds up and pumps into the fountain. Examination has revealed that there is still good waterflow there. We also took steps to drill a new well on the side if necessary. Additionally, the Geronimo Springs Museum board agreed to allow us to use the hot water well that is adjacent to the fountain. Further examination revealed that the problem was a pump issue.

Andy Underwood, Public Arts Board Member: We have a spring box there that gets filled on that hill and it has a small pump in it which pumps and fills the fountain. The pump burned out, so we had Eddie Merlin come in to clean the spring box for us and make sure that it was working correctly. We were getting ready to approach the city about maybe putting in different sized pumps to get it flowing again, and then another issue came up where somebody in the city felt that the structure may not be safe so we stopped everything and we've been going through the process of trying to get to you to hire somebody to make sure that the fountain is still structurally sound. We had the artist come down and look at it, and we have all looked at it, but we want someone to come in and tell us that it's okay.

Cary Jagger Gustin, Public Arts Board Member: The city's Public Arts Advisory Board does not want to see the fountain removed. The artist who designed the fountain feels that repair is needed but it is still in good service condition. There is some question as to the condition and continued safety needs of the public. With that being said the board

would like the city to hire a structural engineer to examine the art piece and give a report. The fountain was dedicated March 24, 2001, so it is 26 years of age. There are funds available in the city's public art advisory board fund to hire an engineer and to pay for the repairs if that is decided. Ultimately, if the art piece is to be removed, there is a process to be followed to decommission an art in public places project which fits that sculpture.

Commissioner Fahl: I have been told at the Geronimo Springs Museum meetings that the structure is over a rebar foundation, and the hot water is what is affecting the foundation of it.

Andy Underwood, Public Arts Board Member: The fountain has a mesh inside of it, and at the time the pumps were leaking, it sprayed water inside of the fountain. The artist came and looked at it and he felt like it was okay, but what we see when we look inside is the appearance of rust and things of that nature. It really comes down to my opinion vs. your opinion, so that is why we would like a structural engineer to assess it. I know that it has been there for a long time and it is nice and it should be working. I know that it's hard to get public art out there and I also know that it's hard to take public art down. If we can find somebody that says that it's no good then we will go through the process, but if we can find somebody who says it's okay, then we can get it going again and possibly put together some sort of maintenance schedule.

Cary Jagger Gust, Public Arts Board Member: It's a huge tourism pool for us. A lot of people go there for our hot mineral water and they actively ask why it doesn't work. So, it's very critical that why try and put it back into service so when people come to visit us, it is working.

Mayor Pro-Tem Forrister: Do you know how much it would cost to hire an engineer?

Mayor Hechler: If we are going to have a facility. It needs to be in good repair. It needs to also be continued to be recognized. I don't want to get rid of art. There is a reason that it's there and I think you're absolutely right, it highlights our healing waters so it's important to have a piece of art there so I would like to see it repaired. Mr. Underwood I respect your opinion and I know that you're a contractor and a builder, but you are telling me that it is beyond the scope of us to just go in there and repair it, we need to have somebody's opinion to get it done, is that what you're suggesting?

Andy Underwood, Public Arts Board Member: The question is, is it structurally sound or repairable. If I go in and say that I think it's okay and your guy goes in there and says that it isn't okay, who's right? So, if we have an engineer look at it, they are licensed in that particular field. I'm not. My license is different.

Mayor Hechler: That makes sense. I'm just trying to watch our money.

Commissioner Fahl: Can we use money from the city's portion of lodgers tax because that is for infrastructure and that is our fountain. Visitors come into the museum all of the time and ask why the fountain isn't working. That is a daily question.

Cary "Jagger" Gustin: There was about \$16,000 in the public arts form, but I don't know what the balance is now.

City Manager Whitehead: When I saw this on the agenda, I asked some of these questions that you're asking because I didn't really have a clear path of where we want to go. It really feels to me that I need to spend some time with this group so we can figure out a strategy and a plan. We looked at their portion of the lodgers' tax and it looks like there is about \$5,000 left in it this year, but they have some encumbered PO's that they might have been using for something that they haven't spent. They get about \$16,000 from that fund, so the \$16,000 is relevant, it's just how much of it is spent on something else, so I really need to assess that. So, I need to have a meeting with them, look at the funds and find out if there is an engineer that need to come and take a look at. That would be my proposal.

Mayor Hechler made a motion to allow City Manager Whithead to meet with the Public Arts Board and report back to the Commission at a future date. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Love's Travel Stop.

Barbara Peck, Loves Project Manager gave a presentation of the introduction of a Love's project. (Presentation attached hereto and made a part hereof).

No action was taken.

3. Discussion/Action: Approval of a Professional Services Agreement between the City and Jesse Cole 4x4 Services and Consults.

City Manager Whitehead: Prior to my arrival here, one of the challenges that the city was facing was that we lost our Water/Wastewater Director. We've been kind of operating with staff. I want to give kudos to them. They have really stepped up and they have done a great job with keeping everything operating and moving forward. We went through an environmental assessment and we had some findings, but everybody pitched in and got everything in order. One of the first thing for me was to figure out a solution for the water and wastewater. We are by law supposed to have certifications in two areas, both water and wastewater, but we do not have that with our current staff, so we do not have anybody who can take on that position. Jesse Cole has worked for the city in the past, he has formed his own business. He is consulting now with multiple water and wastewater systems throughout New Mexico. In one of my first meetings, he attended it as a consultant to the city to hear what the concerns were from the

environmental department. He and I met and discussed what he can do, so I put together an agreement with 4x4 Services and Consults which is Jesse Cole, for him to become contractually our onsite compliance to give us that director in the water and wastewater department. Jesse is not able to come to work for us full time. He wants to stay in the private sector. He does contract with Elephant Butte and different areas, so the proposal would be a \$2,500 a month base fee to bring him on board. He would be onsite a minimum of 6 days a month. Jesse's vision was, it doesn't matter if it's 24 hours, he's going to consider that one day. So, we kind of paired that back to say, hey I really want you back onsite. I need some training. I need to understand, and we need direction so we would have him 6 days a week for a minimum of 6 hours. It could go up to 12. That will count as one day. He needs a couple of days to do administrative work, so we get sampling reports, and we are able to generate those reports, but Jesse's responsibility would be to oversee those and make sure that they are ready to the state as well as make recommendations to us on what we need to do. We would also need some emergency callouts, so 2 of the days in that 10 day window would be for an onsite operation. That would cover \$2,500 and then we would set up to 24 hours. He would be here 6 days, that's 36 hours. We would count each on call by the hour, so that would give us 48 hours. Once he crosses that threshold, then he could bill us for \$75.00 an hour if we needed him and that would have to be approved by me if we had to go up to that or above that particular rate. Under the procurement code we have the ability to procure his services under a small professional services agreement, so that would be up to \$60,000. We don't anticipate spending more than somewhere between \$45,000 and \$50,000 based on the call outs and those kinds of things.

Commissioner Fahl moved to approve the Professional Services Agreement between the City and Jesse Cole 4x4 Services and Consults. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Update: Louis Armijo Sports Complex Master Plan final report.

OJ Hechler, Community Services Director gave an update on the Louis Armijo Sports Complex Master Plan final report (Presentation attached hereto and made a part hereof).

Mayor Hechler: Are we going to re-use water for the irrigation system or are you going to use fresh water?

OJ Hechler, Community Services Director: It will be based off grant funding, and it will be based off of natural turf. Obviously, before we go and put sod out there and we do all those things, we have to fix the pond issue that we have right now. We talked to an engineering firm about how much water we currently use and how much water the wastewater plant is producing, and between the golf course and the ball fields, what are

we currently using and how much do we produce. We are working on a plan right now for that. We would have to address those things before we do anything.

Commissioner Hoepfner: Thank you for all of the work you do. I hope when we have the numbers about shading that we can get a grant for shading at Ralph Edwards Park as well because I see that there are a lot of people utilizing the playground and the workout equipment.

OJ Hechler, Community Services Director: We are working on shade for the playground equipment out at Ralph Edwards Park.

Commissioner Fahl: When the public looks at these dollar amounts and then they look at the other infrastructure needs that we have, I think we have to look at this as a whole picture. Nothing is cheap anymore and those are realistic figures, and they are only going to go higher, but if we in the community remember to think that these are one piece at a time, they are phases. Even though we have lots of infrastructure needs, we need to meet the quality of life needs of our community as well. And we need to provide things for kids and adults, and we need to have something beautiful that we can showcase and use for other events. Once we get the ballfields up then we can host events and soccer tournaments and encourage more people to come here, so let's not lose sight of the end goal which is to make that a beautiful area. The cost isn't insurmountable, there are lots of grants out there for that so we're not just writing a check, so I think that we just need to affirm to the community how important that is.

5. Discussion/Update: Spring update regarding the 2025 little league season and plans for the baseball fields as we prepare them for district all-stars.

OJ Hechler, Community Services Director: I just wanted to give a brief overview of what little league looks like this year. 168 kids signed up this year. 5 major little league teams, 4 minor coach pitch teams. There are 2 little league teams from Arrey and one T-Ball team from Arrey. That is a total of 15 teams this year. The opening ceremony will be on March 21st. The games will be played Tuesday's and Friday's. We started preparing for little league season and we ordered some fresh in field mix. I want to thank Buster and the Streets Department for helping us spread that. The in fields on the two little league fields look fresh and nice. That leads me into discussion about district all stars. The district all stars are coming here on June 19th – June 23rd. District includes Silver City, Deming, Baird, and Lordsburg. We are looking at approximately 14-15 teams. Matt Felts believes that there will be thousands of people in town during that time. We want to make sure that we have the opportunity to host this tournament here. The softball field is the only field that we currently have out that. The major division has to play on a regulation size. So. We've decided that we are going to take the softball field and make it 90 ft. base's and make the infield larger, and we are going to order some in field mix, and we are going to concentrate on that field. We are going to have to close the field in the spring to do that. That's the only time that we can plant grass and Ryan is going to get into that here in a

minute. Last year our softball teams only practiced on it a few times. They might have had a couple of games and rented the lights here and there. If they decide to have a league this year, one night a week they can use one of the little league fields. We can figure that out and accommodate that. We will be closing the softball field. We have our plan to move forward, and Matt said that we have to have that field for the tournament.

Ryan Lawler: I was tasked to help the parks with the fields. I conducted soil testing as well as a water test. I laid out my plan which is very detailed about what is needed and what is not needed. This will be maintenance in the soil and it will require aeration to sink those materials down as far as we can get it to combat the issues. We are going to request to shut down the fields and keep traffic off of them. I conducted a couple of different deed options. I think with the timeline given we can shut down those fields and abide by this plan. We are rolling out the red carpet for the people who come out and see our fields.

Commissioner Fahl: How are you going to keep the public off of the field when the new grass is coming up?

OJ Hechler, Community Services Director: We are going to put signage up and we are going to block the entrances to the field where you would literally have to climb the fence to jump in. The Bermuda grass is not cheap, so we want to keep people off of it, especially during the germination process.

Commissioner Fahl: Do you think that is something we can put on our Facebook page to remind people to stay off and why. Keeping the word out there will be very beneficial.

6. Discussion/Action: Project scope selection for NMDOT Funding.

Buster Smith, Streets Department Manager: Our iWorQs program rates the roads. There are four different programs that we applied for.

Assistant City Manager Alvarez: Our Municipal Arterial program for the map funding has to consist of a city road that enters and exits off of a main arterial. Whatever road that we decide that we want to develop has to connect on both ends to either Main Street, Date Street, Broadway or 3rd Street. Our current funded project that we are following are safe streets for all that you approved a while back. We are also making sure that any roadways follow our waterline replacement or upcoming waterline replacements. Current funding is for plan, design and permitting for Pershing Street from Main Street to Second Avenue, and then Second Avenue over to Date Street. Part of that waterline was replaced during the MSD Project and some of it during the Drinking Water Project and then there is a small section that will be addressed during our critical project. We did look at timing on when we estimate and I think we're good on that. Once we get all the way through this one of the things that I would request is if you are on board with our potential projects to also approve for staff to work directly with the City Manager in case the scope changes because we may get our estimated cost for the repairs of these, and it may be such a large amount that we are requesting that we may have to shorten it, and on this one here

we have to be very careful because we have to make sure that we touch arterials, but on some of the other ones we may have to shorten the scope to make it a realistic application. She then reviewed the proposed areas for repair. (Copy attached hereto and made a part hereof).

City Manager Whitehead: These funding cycles come, and this one was upon us. We took it seriously to try to find projects that were relevant that touched. A lot of these already had planning and the waterline. I would say that it would be disingenuous of me to say that the only consideration we're going to give to fixing a road is if it has a waterline. That will not be the case in the future. We are going to get a hold of this process, and we will be a little bit better and look at factors. When we start doing waterlines, a lot of those are going to have those roads being repaired in those projects or at least capped. So, in this particular case, we are kind of focused on those four criteria's because we have to get those applications in. Buster felt like he did enough work, and he liked these projects, but going forward, we will look at other opportunities. One sidewalk project is at the New School, Sierra Elementary Complex in that area. That does have a waterline that will be addressed in WISP1, and if the timing is proper, then we will come and finish that one, but the Marie to the school has some design, but it just kind of touches on that need for alternative transportation. There are two different sidewalk projects connected to the schools, and we are ready to go because we have planning and in the future, Buster has some ideas of where we could put sidewalks that touch on this.

Mayor Hechler: It looks like we have four planning opportunities, and we have four projects, so good job. Way to get on top of these things so we are maximizing our ability to get our roads fixed. I think that part of it is good.

Mayor Hechler made a motion to approve the project selections as discussed for NMDOT Funding and authorize staff to directly work with the City Manager for any changes or scope needed, and he can report back up to us if that is the case. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement: A24I2021.

Assistant City Manager Alvarez: SJOA has received an appropriation in the amount of \$60,883.00 to purchase and equip vehicles for the Ken James Senior Center. The funds will be used for the purchase of a meal truck. The City of T or C is the fiscal agent for the SJOA Ken James Senior Center, and the grant is on a reimbursement basis.

Mayor Pro-Tem Forrister moved to approve the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement: A24I2021. Commissioner Hoepfner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Approval of the Records Inventory List for destruction.

City Clerk Torres: Our Accounts Payable department has 35 boxes of records that are ready for destruction. Included in the packet is a list of records that can be destroyed as per the state records retention schedule 18.03-001. If approved by the governing body, all requirements will be followed to schedule a date for destruction of said records.

Commissioner Fahl moved to approve the Records Inventory List for destruction. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Approval of Purchase Requisitions over \$60,000.

Jordan Javier, Procurement Officer reviewed the Purchase Requisitions over \$60,000 provided in the packet. (Purchase Requisitions over \$60,000 attached hereto and made a part hereof).

Commissioner Fahl moved to approve the Purchase Requisitions over \$60,000. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. EXECUTIVE SESSION

1. Threatened & Pending Litigation (Ron Fenn vs. City of T or C) pursuant to 10-15-1(H.7).

Commissioner Fahl made a motion to go into executive session at 11:46 a.m. to discuss Threatened & Pending Litigation (Ron Fenn vs. City of T or C) pursuant to 10-15-1(H.7). Mayor Pro-Tem Forrister seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 12:15 p.m.

Mayor Pro-Tem Forrister certified that only matters pertaining to Threatened & Pending Litigation (Ron Fenn vs. City of T or C) pursuant to 10-15-1(H.7) were discussed in Executive Session and no action was taken in executive session.

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

- 1. Threatened & Pending Litigation (Ron Fenn vs. City of T or C) pursuant to 10-15-1(H.7).**

No action was taken.

J. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 12:16 p.m.

Passed and Approved this 12th day of March, 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



Truth or Consequences, NM

City Commission Presentation



Appreciation

- City Commission
- Traci Alvarez, Assistant City Manager
- Utilities Department Leadership
- Engineer for large developments



About Love's

- Est. 1964 by Tom and Judy Love
- Still family owned and operated
 - Regular Culture Tours with Family
- Second generation led company
 - Third generation have full-time roles
- Headquartered in Oklahoma City
 - 650+ locations in 42 states
 - Nearly 40,000 team members



Quick Service Restaurants



RV Hookups and Stops

- Book/check-in via Love's Connect App
- Short Term / Traveling Public
- Wi-Fi
- Dump services (where allowed)
- Bulk propane
- Laundry
- Showers



Career Opportunities

- Average of 40 new jobs
 - 75% full-time and 25% part-time
- Eligible for benefits nearly immediately
 - Medical, dental, vision, 401(k), holiday pay
- Conduct local wage surveys
 - Two salary raises per year for first two years, then annually
- Debt-free education program
 - High school diploma, college degree, certificates



Investment in Community

- Average \$20 million investment
 - Committed to maintenance, curb appeal, safety, being good neighbors
- Significant economic contributor to city and county
 - Local taxes support schools, fire and police, and more.
- Tourism End Cap inside the store pointing folks to local attractions



Donations to Local Non-Profits

- All new stores donate \$5,000 to 501c3
- Annual \$5,000 district giving budget
- Children's Miracle Network Hospitals pin pad donations
 - All monies go to local children's hospital
 - UNM Children's Hospital in Albuquerque, New Mexico



New Store Facts and Services

- 12,460 sq. ft. Building
- 8 gas / 6 diesel lanes
- Parking Spots
 - 63 Truck
 - 62 Car
- 1-2 Quick Service Restaurant(s)
- 10 RV hookups, 3 parking spots
- Dog Park



New Store Facts and Services

Based on inside annual sales projections

- City Sales Tax Revenue estimate \$175,000
- State Sales Tax Revenue estimate \$250,000
- Plus any Fuel Taxes levied
- Plus non direct tax revenues generated by additional visitors





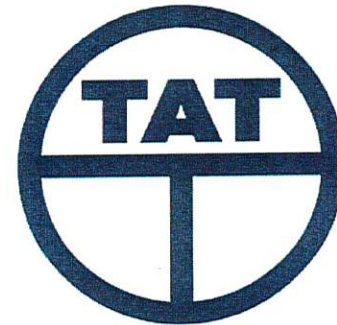
Evolution of the Professional Driver

- Reliable and committed to keeping U.S. economy running
- Highly regulated
 - Department of Transportation
 - Federal Motor Carrier Safety Administration
 - Rest time, drug/alcohol testing, maintained trucks



Fighting Human Trafficking

- U.S. Department of Homeland Security Blue Campaign Training
 - All team members trained to recognize indicators
- Truckers Against Trafficking Diamond Sponsor
- Travel Stop layout and higher standard security minimize risk



Security and Preventing Crime

- Crime rates at Travel Stops statistically mirror city and county rates
- Well-lit parking lots with comprehensive security camera coverage
- Daily duties include parking lot and store walks



Future Request for Discussion



Love's Dog Park



Love's Example



Love's Example







City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: G.9

SUBJECT: Approval of Purchase Requisitions over \$60,000

DEPARTMENT: Finance

DATE SUBMITTED: February 20, 2025

SUBMITTED BY: Jordan Javier, Chief Procurement Officer

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

In 2023, the City of Truth or Consequences and the New Mexico Department of Transportation entered into a Cooperative Agreement for the Local Government Road Funds. Per the Cooperative Agreement NMDOT would grant \$235,277.00 and the City would use \$78,409.00 of its own money. After the project was completed, under the agreement, any unused NMDOT fund would be reimbursed totaling to an invoice of \$64,927.33.

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Letter from Chief Procurement Officer
- See Attached

Fiscal Impact (Finance): Yes

The \$64,927.33 going back to NMDOT.

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 02/26/2025

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 Hoepfner
Commissioner

Gary Whitehead
City Manager

February 20, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: NMDOT AND CITY OF T OR C LRGF COOPERATIVE AGREEMENT

The following reviews with the City Manager, the Community Development Department, Purchasing Department, and the New Mexico Department of Transportation. The City of T or C was granted \$235,277.00 from NMDOT while also matching \$78,409.00 of the City's own money for the LGRF Cooperative Agreement. In part of the agreement, any unused funds from NMDOT would be reimbursed and the City's unused funds to be transferred to the Streets Dept. For the project to be closed the official invoice must be paid. The invoice issued from NMDOT was \$64,927.33.

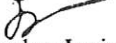
*The agreement was placed in the contract with signed approval in 2023.
This step allows us to move forward with completing and closing the cooperative contract.

NMDOT LRGF L100526

Total Cost \$ 64,927.33

Please, review the attached documents and approve the requested procurement. Thank you.

Regards,


Jordan Javier
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO # _____

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 02/26/2025

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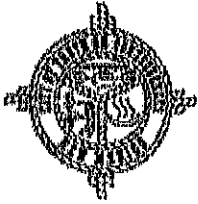
ATTEST:

Angela Torres, Clerk-Treasurer

Date _____

Rolf Hechler, Major

Date _____



REQUISITION

Requisition #: 93951

Date: 02/13/2025

Vendor #: 8765

ISSUED TO: NEW MEXICO DEPARTMENT OF TRANSPORTATION
PO BOX 1149
SANTA FE, NM 87504-1149

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

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	UNDERRUN TO REIMBURSE NMDOT FROI		0.00	216-7023-43550	64,927.33
PO Description: REIMBURSEMENT NMDOT LGRF Detailed Description: NMDOT LGRF L100526 REIMBURSEMENT OF GRANT FUNDS COMMU DEV						

Authorized By: _____

SUBTOTAL:	64,927.33
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	64,927.33



INVOICE

Invoice No:
Invoice Date:

0000102077
1/31/25

Bill To:

City of Truth or Consequences
505 Sims Street
Truth or Consequences NM 87901
United States

Customer No:
Page:
Payment Terms:
Due Date:

DOT3995
1 of 1
Immediate
2/14/2025

Remit To:

NM Department of Transportation
PO Box 1149, Room 130
Santa Fe, NM 87504-1149

AMOUNT DUE:

64,927.33 USD

Amount Remitted

For billing questions, please call 505/827-6880

Line	Description	Quantity	UOM	Unit Amt	Original
					Net Amount
1	Underrun to reimburse NMDOT from L100326	1.00	EA	64,927.33	64,927.33

Subtotal:

64,927.33

AMOUNT DUE:

64,927.33 USD

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

Angie Gonzales
City Manager

December 31, 2024

Gil Gallosa
NM DOT
District One
2912 East Pine Street
Deming, NM 88030

RE: 2023 Cooperative Agreement
Contract No. **D19304**
Control No. **L100526**

Dear Gil:

This letter is to inform you that **the City of Truth or Consequences** for the FY 2023 was paid \$235,227 for Project **L100526**. This total is 75% of the total cost of the project, which was \$227,066.22. The City of Truth or Consequences' portion of 25% was \$56,766.55. The agreement signed by the City of Truth or Consequences and the New Mexico Department of Transportation was for \$313,636. Therefore, there should be a total of \$64,927.33 remaining on this agreement. The City of Truth or Consequences releases \$64,927.33 back to the New Mexico Department of Transportation, thereby completing Contract No. **D19304**/Control No. **L100526**

Should you require further information or have any questions, do not hesitate to contact our office.

Sincerely,

Traci Alvarez
Assistant City Manager



STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
P O Box 1149
Santa Fe, NM 87504-1149

ACH Remittance Advice

State of New Mexico
Department of Finance & Administration

CITY OF TRUTH OR CONSEQUENCES
505 HIMS ST
T O R C, NM 87901-0000
United States

May/03/2023	\$235,227.00	0000286194
-------------	--------------	------------

DTF ID: 091406833

Bank Account: *****8891

NON-NEGOTIABLE

If you would like to receive electronic ACH remittance advice via email, please contact DPA Vendor Relations at vendor.relations@dfa.nm.gov

Business Unit : 80500 Payment Date: 05/03/2023 Reference: 0000286194

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discounts	Late Charges	Paid Amount
LGRF L100526 D19304 LGRF L100526 D19304	Apr/27/2023	00974744	235,227.00	0.00	0.00	235,227.00

Supplier Number	Name	Bank Charge	Transfer Cost Cd		
0000054340	CITY OF TRUTH OR CONSEQUENCES	\$0.00			
Reference	Date	Total Gross Amt	Total Discounts	Total Late Charges	Total Paid Amt
0000286194	May/03/2023	\$235,227.00	\$0.00	\$0.00	\$235,227.00

NMDOT MUNICIPAL ARTERIAL PROGRAM (MAP) - for the construction, maintenance, and improvement of major roadways within their jurisdictions, essentially supporting the development and upkeep of key arterial streets within a town or city, must connect to a main arterial roadway. NMDOT contributes 75% of the project cost, 25% match required from the application. This can include in-kind services. Projects must be completed within 24 months, with the agreement terminating on June 30th.

CURRENT FUNDED PROJECT - Planning, Design, and Permitting Services for the roadway reconstruction of Pershing Street from Main Street to Second Avenue and Second Ave to Date St. The project will consist of full-depth roadway reconstruction including new curb and gutter, concrete sidewalk, drive pads, ADA accessibility, drainage improvements, adjustment of existing utilities, and permanent signing and striping - \$138,667.00 (\$104,000.00 GRANT/\$138,667.00 Match) Design is 20% completed.

- Possible application request (Waterlines addressed in MSD/DWSRLF/Critical Projects)
 1. Construction funding Pershing St. from Main St. to 2nd & 2nd St. from Pershing St. to Date

TRANSPORTATION PROJECT FUND (TPF) - a state-funded program that helps develop and maintain transportation infrastructure. NMDOT contributes 95% of project cost, and local municipalities contribute the remaining 5%. Must start spending money within 3 months of receiving the project agreement. Projects must be completed within 30 months from the effective date of the grant agreement.

NO CURRENT FUNDED PROJECT - City submitted application for the 2025 funding cycle for plan, design, construction, permitting, and construction services for the roadway reconstruction of Smith Street from Date Street to Silver Street (approximately 1,930 lf.), to include full-depth roadway reconstruction, new curb and gutter, concrete sidewalk, drive pads, ADA accessibility, drainage improvements, adjustment of existing utilities, and permanent signing and striping. Amount requested: \$2,090,395 with a request for match waiver of \$104,519 – 5% of required match. Project was not awarded.

- Possible application request (Waterline to be addressed in WSPI-1 Project)
 1. Revise the 2025 funding application with a smaller scope (sidewalk design already funded)

TRANSPORTATION ALTERNATIVES PROGRAM (TAP) - alternative transportation options like pedestrian and bicycle facilities, safe routes to school initiatives, and infrastructure improvements for better non-driver access to public transportation within the state of New Mexico; essentially, it supports projects that promote active transportation options. This is a federally funded program, contributing 85.44% of the project cost, with applicants providing a 14.56% match. The grant agreement timeframe is typically 24 months for each phase of the project.

CURRENT FUNDED PROJECT – Plan/design Sidewalk Improvements – Pershing St. from Marie St. to New School Road; New School Road from Pershing St. to Date St; Smith St. from Date St. to N. Silver St. \$212,910.00 (\$181,910.00 Grant/\$31,000.00 Cash Match). Design is 60% completed.

- Possible application request
 1. Construction of current funded project. (Pershing St. from Marie St. to New School Road; New School Road from Pershing St. to Date St; Smith St. from Date St. to N. Silver St.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: G.4

SUBJECT: Discussion/Update: Louis Armijo Sports Complex Master Plan final report

DEPARTMENT: Parks

DATE SUBMITTED: February 21, 2025

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Service Director

Summary/Background: The City was awarded a Quality-of-Life Grant for a master plan of the Louis Armijo Sports Complex. This is the final report to the Commission as this grant becomes fully executed. This master plan will be used to apply for future grant funding as we work to improve the quality of life for New Mexico residents.

Recommendation:

Update only

Attachments:

Louis Armijo Sports Complex Master Plan Final Report

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 2-26-25

LOUIS ARMIJO SPORTS COMPLEX MASTER PLAN

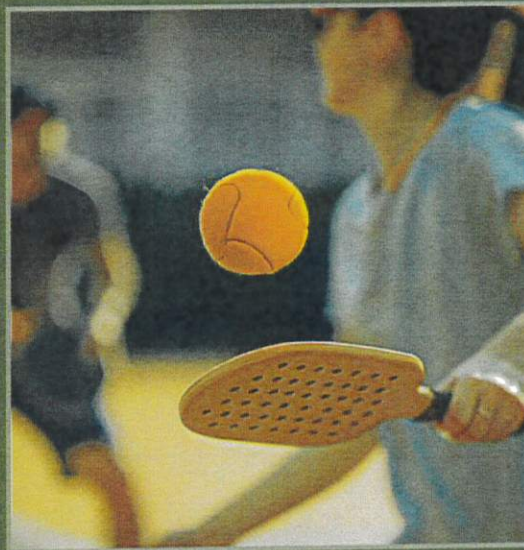
Improving the quality of life for New Mexico residents by creating new or expanding existing regional recreation facilities



TRUTH OR
CONSEQUENCES



**WILSON
& COMPANY**



FEBRUARY 2025

ACKNOWLEDGMENTS



**TRUTH OR
CONSEQUENCES**

MEMBERS OF CITY COMMISSION

1. Rolf Hechler, Mayor
2. Amanda Forrister, Mayor Pro-Tem
3. Merry Jo Fahl, Commissioner
4. Ingo Hoeppner, Commissioner
5. Destiny Mitchell, Commissioner

KEY PROJECT PARTICIPANTS

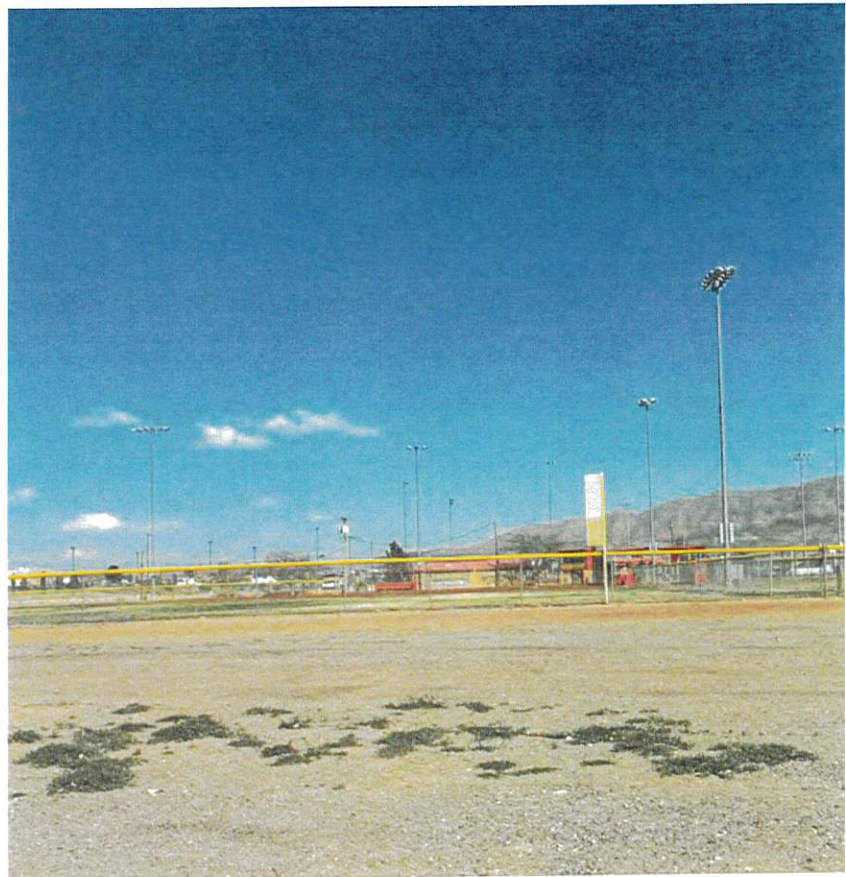
O.J. Hechler, Director of Community Services, City of Truth or Consequences
Claudia Diaz, Civil Engineer, Wilson and Company
George Radnovich, Landscape Architect, Sites Southwest
Shasta Meehan, Landscape Designer, Sites Southwest

PROJECT SCOPE AND GOALS

A. The Regional Recreation Centers Quality of Life Program Life Funding – funding is to improve the quality of life for New Mexico residents by creating new or expanding existing regional recreation facilities.

B. Master Plan scope is to evaluate the existing conditions of the Sport Complex and solicit public input regarding future use.

C. Vision & Goal is to enhance the complex and promote economic development. Once the Master Plan is complete this will be a planning tool for the City to continue to apply for funding opportunities.



PUBLIC MEETINGS - FINDINGS

The Master Plan Community Engagement phase included 2 public meetings and several updates to the Commission. Below are some of the key comments from the community:

- Site Access: vehicular, pedestrian
- Improve parking
- Parking around fields for parents to pull up and watch from car (show on bottom two baseball fields)
- Formalize soccer fields
- Include a championship baseball field
- Flexible field space for baseball and soccer fields
- Include Perimeter Trail: walking
- Distinguish sport complex from rodeo
- Shade shelter near pickleball courts
- Include concessions with existing facilities/ storage
- Include pond reclamation in future phasing



PUBLIC MEETING

Louis Armijo Sports Complex Master Plan



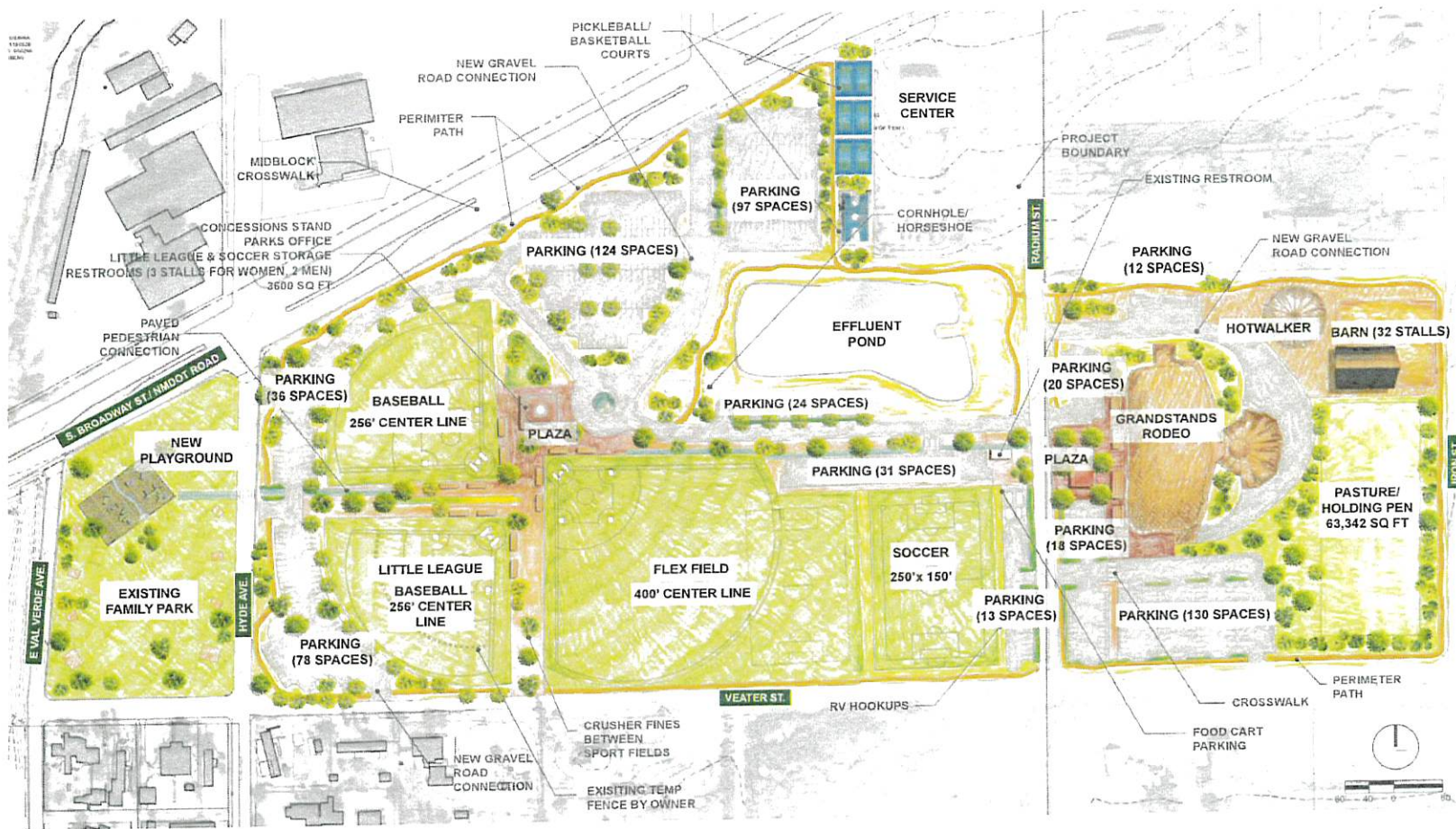


Thursday, May 23, 2024
5:30 - 7:30 p.m.
City Commissions Chambers
400 West Street, North of Congress Street, 100

For more information, contact
Contact: 512-743-6716 or email: info@wilsonandcompany.com
512-743-6716 or www.wilsonandcompany.com

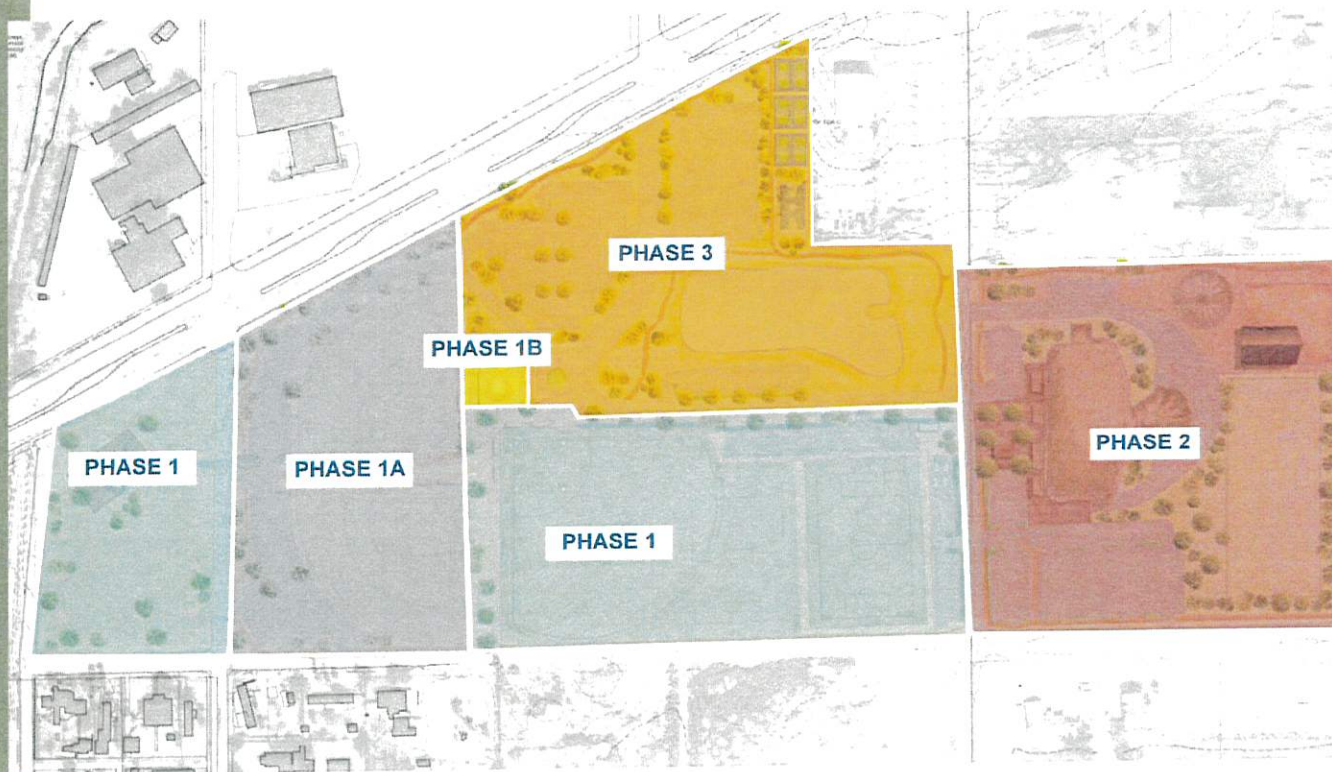
MASTER PLAN OVERVIEW

The purpose of the master plan design is to provide recommendations and opportunities for future site improvements at the Louis Armijo Sports Complex based on an evaluation of site conditions and community needs and input. Some of the proposed final improvements include field realignments, formalized parking, improved site accessibility and circulation, improved restroom facilities, a pedestrian plaza and corridor connection, rodeo improvements, new playground equipment, and additional sport courts.



FINAL MASTER PLAN PHASING

The final master plan uses a phasing strategy that allows the project to be divided into achievable stages which can be gradually funded and constructed over time.



PHASE 1

- New Playground
- New Soccer Fields
- New Championship Baseball Field
- New Irrigation System
- Parking Improvements and road access
- Central Concessions Plaza

PHASE 1A

- Parking Improvements and road access
- Standard Baseball Fields
- Pedestrian Walkways

PHASE 1B

- Concessions and Restroom Building

PHASE 2

- Rodeo Improvements

PHASE 3

- Parking Improvements and road access
- Pickleball/Basketball Courts
- Cornhole/Horseshoe
- Perimeter Walking Trail
- Pond Reclamation

FINAL MASTER PLAN PARAMETRIC COSTS

PARAMETRIC COSTS FOR PHASES 1, 1A, AND 1B

These costs have been prepared using quantitative data and predicted costs by the landscape architect. The estimate should be considered as a probable cost estimate and not as a quote or true cost.

ITEM #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	FINAL COST	PHASE 1 TOTAL	PHASE 1A TOTAL	PHASE 1B TOTAL
					\$220,000.00	\$220,000.00		
General								
1	Mobilization and Pre-Construction	LS	1	\$50,000.00	\$50,000.00	\$50,000.00		
	Includes mobilization and construction staking							
2	Infrastructure / Utilities	LS	1	\$35,000.00	\$35,000.00	\$35,000.00		
	Includes water, sewer, dry utilities							
3	Grading and Drainage	LS	1	\$135,000.00	\$135,000.00	\$135,000.00		
	Includes clearing and grubbing, protection and demolition, unclassified excavation, fine grading, compaction, etc.							
Sport Courts and Equipment					\$1,150,000.00	\$800,000.00	\$350,000.00	
4	Championship Baseball Field	LS	1	\$450,000.00	\$450,000.00	\$450,000.00		
5	Soccer Fields	LS	1	\$350,000.00	\$350,000.00	\$350,000.00		
6	Baseball Fields	LS	1	\$350,000.00	\$350,000.00		\$350,000.00	
	Includes shortstop, bases (equipment set), bleacher defenders, painted aluminum player benches, 21' length bleachers with fencing, 40'x10' dugouts with roof, and 15' aluminum backless players bench w/galvanized							
Hardscape and Sitework					\$83,000.00	\$55,000.00		\$33,000.00
7	Plaza Hardscape	LS	1	\$33,000.00	\$33,000.00			\$33,000.00
	Includes Plaza area							
8	Site Hardscape	LS	1	\$55,000.00	\$55,000.00	\$55,000.00		
	Includes Concrete walkways, fences, and trails							
Roads and Parking					\$395,000.00	\$150,000.00	\$245,000.00	
9	Road Improvements	LS	1	\$150,000.00	\$150,000.00	\$150,000.00		
	Includes new roads and parking (including aisles/stripping)							
10	Road Improvements	LS	1	\$245,000.00	\$245,000.00		\$245,000.00	
	Includes new roads and parking (including aisles/stripping)							
Buildings					\$1,440,000.00			\$1,440,000.00
11	New Concessions / Restrooms (Main plaza)	LS	1	\$1,440,000.00	\$1,440,000.00			\$1,440,000.00
Inclusive Playground for Family Park					\$503,000.00	\$503,000.00		
12	Surfacing, equipment, shade structure, and install	LS	1	\$503,000.00	\$503,000.00	\$503,000.00		
Landscape					\$30,000.00	\$30,000.00		
13	Trees, Plantings, Etc.	LS	1	\$30,000.00	\$30,000.00	\$30,000.00		
Irrigation					\$530,800.00			
14	Irrigation water meter, pumps, etc.	LS	1	\$530,800.00	\$530,800.00			
					TOTAL	\$4,358,800.00	\$1,758,000.00	\$595,000.00
								\$1,473,000.00
					25% CONTINGENCY	\$1,089,200.00	\$439,500.00	\$368,250.00
					TOTAL	\$5,448,000.00	\$2,197,500.00	\$1,841,250.00

FINAL MASTER PLAN PARAMETRIC COSTS

PARAMETRIC COSTS FOR PHASES 2 AND 3

These costs have been prepared using quantitative data and predicted costs by the landscape architect. The estimate should be considered as a probable cost estimate and not as a quote or true cost estimate.

ITEM #	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	FINAL COST	PHASE 2 TOTAL	PHASE 3 TOTAL
General					\$765,000.00	\$765,000.00	\$532,000.00
1	Mobilization and Pre-Construction	LS	1	\$85,000.00	\$85,000.00	\$85,000.00	
	Includes mobilization and construction staking						
2	Infrastructure / Utilities	LS	1	\$55,000.00	\$55,000.00	\$55,000.00	
	Includes water, sewer, dry utilities						
3	Grading and Drainage	LS	1	\$625,000.00	\$625,000.00	\$625,000.00	
	Includes clearing and grubbing, protection and demolition, unclassified excavation, fine grading, compaction, etc.						
4	Mobilization and Pre-Construction	LS	1	\$85,000.00	\$85,000.00		\$85,000.00
	Includes mobilization and construction staking						
5	Infrastructure / Utilities	LS	1	\$22,000.00	\$22,000.00		\$22,000.00
	Includes water, sewer, dry utilities						
6	Grading and Drainage	LS	1	\$425,000.00	\$425,000.00		\$425,000.00
	Includes clearing and grubbing, protection and demolition, unclassified excavation, fine grading, compaction, etc.						
					\$315,000.00		\$315,000.00
Sport Courts and Equipment							
7	Basketball, Pickleball Courts, Cornhole	LS	1	\$315,000.00	\$315,000.00		\$315,000.00
	Includes court surfacing, striping, post tension concrete, posts, nets, hoops, and court fencing						
					\$423,600.00	\$420,000.00	\$3,600.00
Hardscape and Sitework							
8	Site Hardscape	LS	1	\$420,000.00	\$420,000.00	\$420,000.00	
	Includes plaza hardscape, fencing, and trails						
9	Site Hardscape	LS	1	\$3,600.00	\$3,600.00		\$3,600.00
	Includes trails						
					\$1,100,000.00	\$475,000.00	\$625,000.00
Roads and Parking							
10	Road Improvements	LS	1	\$475,000.00	\$475,000.00	\$475,000.00	
	Includes new roads and parking (including aisles/striping)						
11	Road Improvements	LS	1	\$625,000.00	\$625,000.00		\$625,000.00
	Includes new roads and parking (including aisles/striping)						
					\$4,480,000.00	\$4,480,000.00	
Buildings/Structures							
12	New Concessions / Restrooms (rodeo)	LS	1	\$520,000.00	\$520,000.00	\$520,000.00	
13	Barn	LS	1	\$1,560,000.00	\$1,560,000.00	\$2,860,000.00	
14	Hotwalker	LS	1	\$2,400,000.00	\$2,400,000.00	\$2,400,000.00	
					\$315,000.00	\$270,000.00	\$45,000.00
Landscape							
15	Trees, Plantings, Pasture	LS	1	\$270,000.00	\$270,000.00	\$270,000.00	
16	Trees, Plantings, Etc	LS	1	\$45,000.00	\$45,000.00		\$45,000.00
					\$210,000.00	\$180,000.00	\$30,000.00
Irrigation							
17	Irrigation water meter, pumps, etc.	LS	1	\$180,000.00	\$180,000.00	\$180,000.00	
18	Irrigation water meter, pumps, etc.	LS	1	\$30,000.00	\$30,000.00		\$30,000.00
					TOTAL	\$7,608,000.00	\$6,590,000.00
					25% CONTINGENCY	\$1,902,150.00	\$1,647,500.00
					TOTAL	\$9,510,150.00	\$8,237,500.00

SYNTHETIC TURF

BENEFITS AND CONSTRAINTS

This master plan includes a recommendation for natural turf and is priced for natural turf. However, synthetic turf fields were considered as a possible option for the championship baseball field and multipurpose soccer fields. Below are factors to consider for the future.

BENEFITS

- Extended playing season for all weather use
- Reduction of player injuries due to consistent playing surface
- Attractive and appealing playing surface
- Opportunity for tournaments and improved facilities
- Opportunity for reduction of water use
- Ease of maintenance and reduced pest management
- Good traction
- Cost effective in the long term

CONSTRAINTS

- Absorbs heat in hotter months
- A much larger upfront cost than natural turf
- Water use is still necessary in hotter months to maintain surface temperature
- Concerns about environmental and human impacts due to potential toxicity of materials
- Separate cleat equipment
- Specialty maintenance equipment required
- No sunflower seeds
- Potential player injuries from contact with playing surface

APPENDIX

APPENDICES

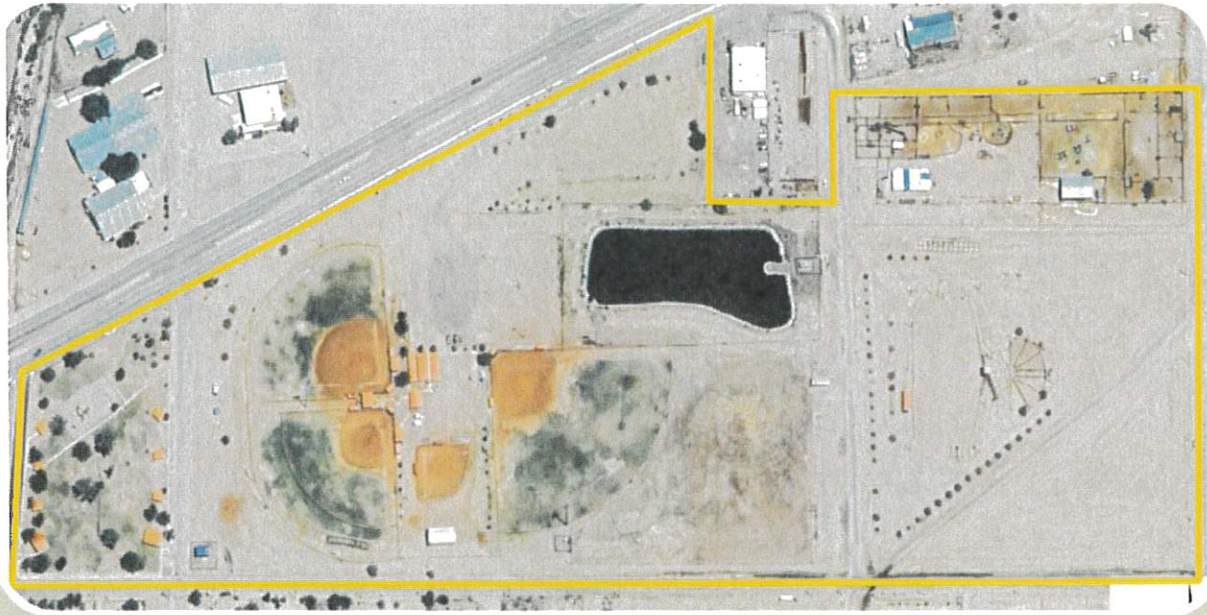
1. First Public Meeting Flyer
2. 2nd Public Meeting Flyer
3. Documented meeting notes
4. Family park Render
5. Family park quote
6. Irrigation quote

PUBLIC MEETING

Louis Armijo Sports Complex Master Plan



**WILSON
& COMPANY**



**Thursday, May 23, 2024
5:30 - 7:30 p.m.**

City Commissions Chambers

405 West Third, Truth or Consequences, NM

For special accommodations, please
contact O.J. Hechler no later than two days
in advance of the meeting at
575-740-6716 or
orrin.hechler@torcnm.org

The City of Truth or Consequences is working on a Master Plan for the Louis Armijo Sports Complex and invites you to attend, learn about the project, ask questions, and share your feedback with members of the project team.

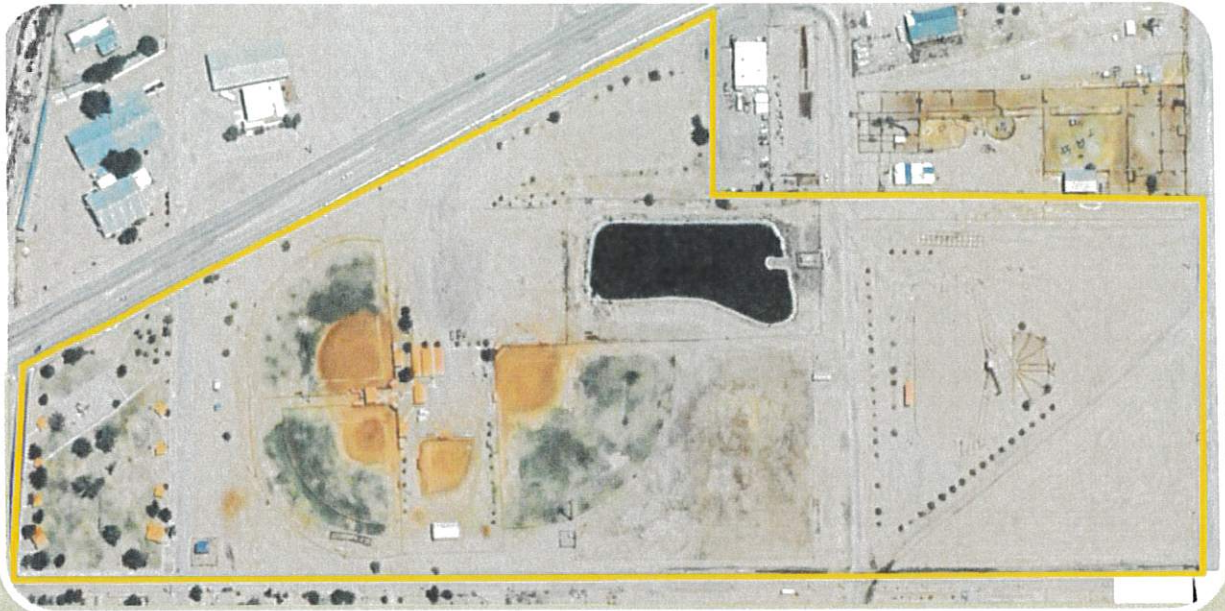
At this meeting, the Project Team will present project scope, vision, goals and project phasing.

FINAL & 2ND PUBLIC MEETING

Louis Armijo Sports Complex Master Plan



**WILSON
& COMPANY**



**Thursday, September 12, 2024
5:30 - 7:30 p.m.
City Commissions Chambers**

405 West Third, Truth or Consequences, NM

For special accommodations, please
contact O.J. Hechler no later than two days
in advance of the meeting at
575-740-6716 or
orrin.hechler@torcnm.org

At this final public meeting, the Project Team will present concept options & project phasing.

The City of Truth or Consequences continues to develop a Master Plan for the Louis Armijo Sports complex and invites you to attend, learn about the project, ask questions, and share your feedback with members of the project team.

Project 1st Public Meeting 5-23-2024 Meeting Notes

General Notes:

- O.J. presented overview of master plan project & existing site problems, also discussed funding for project comes from a grant
- George went over project boards/Opportunities & Constraints
- discussed prescription trails
- went over phasing/vision/what is obtainable & maintainable
- discussed pro & cons of synthetic turf & cost differences
- Public Input:**
- Goal is to host tournaments
- pro connection/conductivity paths
- pro perimeter trail
- Soccer field/s is one of the top priorities
- no dog park for this area
- pro synthetic turf for all fields(with fence to protect), concern about temperature of synthetic turf however because of irrigation water system from effluent pond concern is that Bermuda grass will probably not survive, examples discussed were Arrey Baseball Field & Hot Spring High School Baseball & Softball Fields

Previous BMX Area
Public Comments:
-none, open to ideas

Effluent Pond - City high priority to treat water & system to be timed
Public Comments:
-agree needs improvement to effluent water in relation to irrigation system of fields

Fields
Public Comments:
-biggest public complaint is bathroom situation, only 2 restrooms right now
-think 3 stalls for women & 2 stalls & 1 urinal for men are needed
-Restrooms & Concession is a priority

Old Soccer Field
Public Comments:
- soccer field/s to be included in Phase 1
- preferred synthetic turf option
-parking is needed

Rodeo Area
Public Comments:
-Parking is needed

City Property
Public Comments:
-not opposed to soccer field in this area

City WW Treatment Plant:
Public Comments:
-none

E. Val Verde Ave.

Hyde Ave.

Veater St.

Radium St.

Iron St.

Flood irrigation ditch/rainwater

PROJECT NAME		LOUIS ARMIO SPORTS COMPLEX	
PROJECT NO.	214520-00345	DESIGNED BY	ANP
DRAWN BY	ANP	CHECKED BY	CD
DATE	MAR 2024	REV.	DATE
SHEET TITLE		SHEET NO.	



SHADES OMITTED
FOR CLARITY

Family Park

Truth or Consequences, NM

OPTION 2 CR022024-2

CREATIVE
RECREATIONAL
DESIGNS

(505) 414-9866

Equipment Manufacturer

PLAYWORLD
The world needs play.



Sales Representative

Family Park

Truth or Consequences, NM

OPTION 2 CR022024-2

CREATIVE
RECREATIONAL
DESIGNS

(505) 414-9886

Equipment Manufacturer

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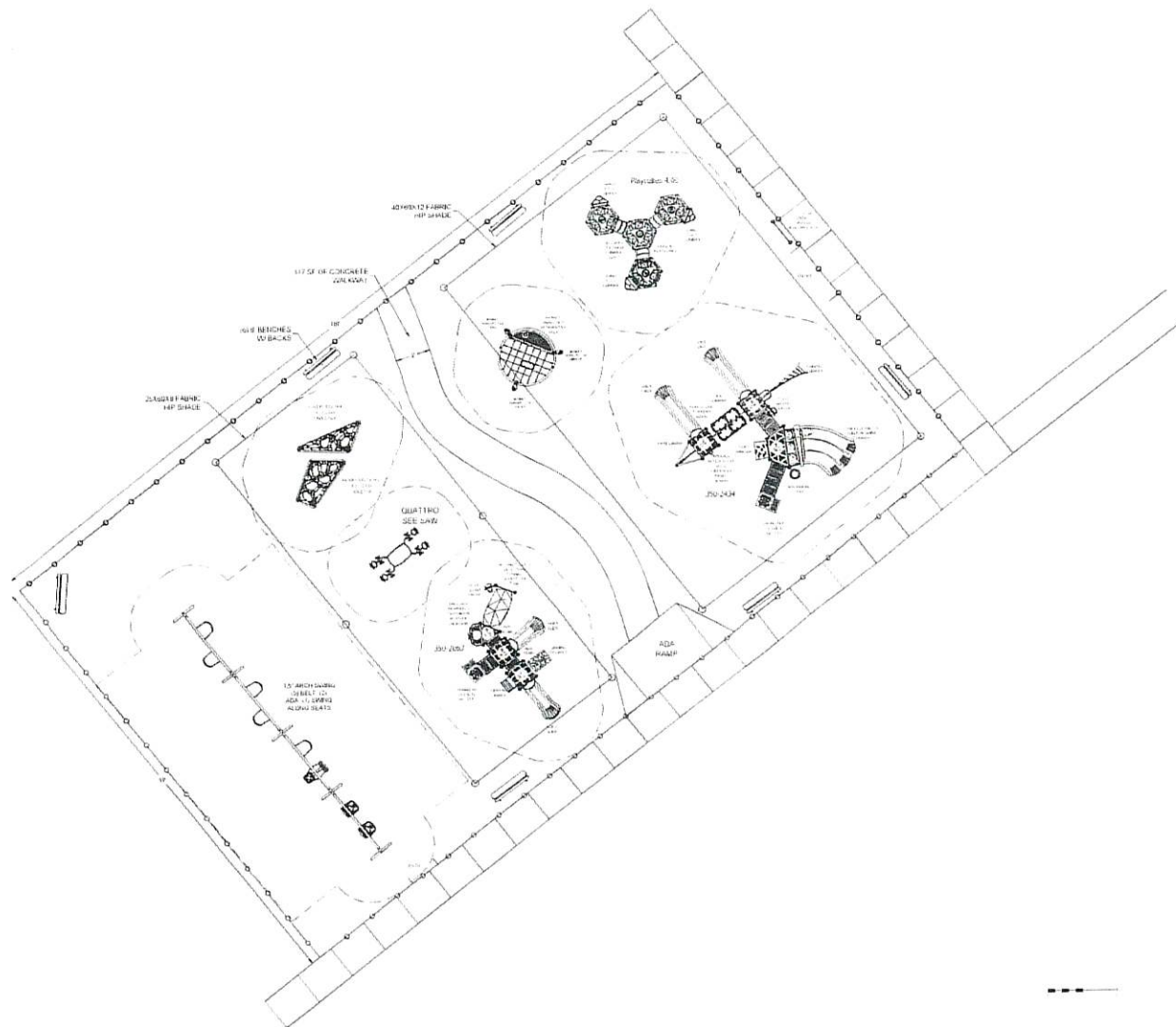
Truth or Consequences, NM

CREATIVE
RECREATIONAL
DESIGNS

(505) 414-8866

PLAYWORLD
The world needs play.

OPTION 2 CR022024-2



*PLAYGROUND SUPERVISION REQUIRED



(505) 414-9866

EQUIPMENT SIZE

USE ZONE

AREA:
7825 SF

PERIMETER

FALL HEIGHT:
8'-2"

USER CAPACITY
128

AGE GROUP
2-5, 5-12

- ✓ ASTM F1487-17
- ✓ CPSC #325



PROJECT NO:
CR022024-2

SCALE:
1/16" = 1'-0"

DRAWN BY:
TKA

Paper Size

DATE
8-15-24

B

Family Park - Option 2

Truth or Consequences, NM

**CREATIVE RECREATIONAL DESIGNS**PO BOX 15191
Rio Rancho, NM 87174

Quote

Date 8/15/2024

Estimate # 24415

Phone # (505) 414-9866

Sales@CreativeRecDesigns.com

Fax #

www.CreativeRecDesigns.com

Name / Address
City of Truth or Consequences
505 Sims
T or C, NM 87901

Terms

Net 30

Description	Qty	Rate	Total
PROJECT: Inclusive Playground Design for Family Park, Option 2 BUDGET NUMBERS ONLY			
PlayWorld Design #FamilyPark design CR022024-2: 5-12 Area with composite 350-2434, INet-1700 and Playcubes 4.0C, 60x40 6-Post Fabric Shade Shelter, 2-12 Area with composite 350-2063, Quattro Seesaw, and Mod-181, 3 Bay Swing, 2 ADA Seat, 25x40 4 Post Shade Shelter Freight FOB	1	153,000.00	153,000.00
		12,500.00	12,500.00
Poured-in-place safety surfacing for up to 8142 sq ft, for a 8 foot fall height. Freight FOB	7,500	33.00	247,500.00
		5,000.00	5,000.00
Installation of above equipment in Design CR022024-1, sub-base for PIP to cover 8142 sq ft, compressed to 95% compaction, cap sprinklers, haul away debris, demo existing playground equipment and removal of pea gravel.	1	85,000.00	85,000.00
NOTES: ~ BUDGET QUOTE ONLY FOR PLAYGROUND PROJECT			

BUDGET QUOTE ONLY

Subtotal	\$503,000.00
Sales Tax (7.4375%)	\$36,109.06
Total	\$539,109.06

Lynn's Landscape

PO BOX 250
ELEPHANT BUTTE, NM 87935
575-744-4009

Estimate

Date	Estimate #
8/14/2024	255

Name / Address
CITY OF TORC 505 SIMS ST TRUTH OR CONSEQUENCES, NM 87901

			Project
Description	Qty	Rate	Total
INCLUDES ALL MATERIALS AND LABOR FOR GRADING, DIRTWORK, PREPPING, SOIL TEST, FERTILIZE AND NUTRIENTS. COMPLETE INSTALLATION OF AUTOMATED WATERING SYSTEMS. PIPING, VALVES, CONTROL BOXES, SPRINKLERS, ETC. (CITY WILL DO STUB CONNECT WITH SHUT OFF VALVES FOR SYSTEM). DELIVERY OF APPROX 105,000 SQ FT OF TIFTUF BERMUDA SOD. INSTALLATION OF APPROX 105,000 SQ FT OF BERMUDA SOD.	125,000	0.00	0.00T
		0.87	108,750.00T
		96,330.00	96,330.00T
	125,000	1.31	163,750.00T
	125,000	0.95	118,750.00T
		Subtotal	\$487,580.00
		Sales Tax (8.375%)	\$40,834.83
		Total	\$528,414.83



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: E.3

SUBJECT: Acknowledge Regular Recreation/Golf Course Advisory Board Minutes, January 6, 2025
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 20, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge minutes.

Recommendation:

Acknowledge minutes.

Attachments:

- Board Minutes
-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-12-25

**CITY OF TRUTH OR CONSEQUENCES
RECREATION/GOLF COURSE ADVISORY BOARD
Monday, Jan 6th, 2025
Meeting Minutes**

Regular meeting of the Recreation/Golf Course Advisory Board of the City of Truth or Consequences, New Mexico was held on Monday, Jan 6th, 2025 at 5:30p.m. The meeting was held at the Recreation Department Building, 2800 S. Broadway, Truth or Consequences, NM 87901.

CALL TO ORDER

ROLL CALL:

David Dawdy, Chairman
Joseph Ferrell, Vice-Chairman
Shennoah Bree Nisly, Secretary, Member

1. PLEDGE OF ALLEGIANCE

• **APPROVAL OF THE AGENDA**

- 1/6/2025 Meeting Agenda was moved to approve by Chairman Dawdy.
- Motion was Seconded by Vice-Chairman Ferrell.

• **APPROVAL OF August 26th, 2024, MEETING MINUTES**

- Chairman Dawdy moved to approve the 8/26/24 Meeting Minutes.
- Vice-Chair Ferrell Seconded the motion.
- All members in favor.

• **COMMENTS FROM THE PUBLIC:**

(3 Minute Rule Applies)

- There were no public comments.

5. NEW BUSINESS

A. Discussion/Update:

Alan Hansen-Begg: Discussed that annual golf fees are similar to disc golf, and presented current golf membership as an example of how annual fees could look if applied to disc golf. He noted that single/annual w/ cart is equal to 52 rounds to show incentive for membership

if the player uses the course at least twice a week. He stated there is no actual family membership at this time, that the "family" membership offered includes two adults or a couple.

Chairman Dawdy inquired if there were any other benefits to an annual membership, which Alan replied that you can use it as often as you like, there are no limits. The cost list presented is just an example of how many rounds it would take to benefit from an annual membership.

Chairman Dawdy: "Is there anything the Golf Course needs from the Board at this time?" Alan Hansen-Begg: If the Board will support giving the annual membership option to Disc Golf, since the people seem to like the golf options and some have asked from a disc golf perspective.

When asked by Chair Dawdy whether or not monthly passes are ever an option, he replied and OJ Hechler agreed that in the past annual memberships have generally worked better to boost Golf Course revenue than monthly passes. He asked to add to the next agenda bringing the Disc Golf membership suggestions before the City Commission.

Chairman Dawdy: "Are there ever Snow Bird or seasonal specials?"

OJ Hechler: "The city has tried many different pass specials in the past such as 3 month and 30 day passes, but the Annual Membership has always worked out best."

Chairman Dawdy moved to accept the fee proposal and to add the discussion as Membership Fees Under Advisement to the next Board Meeting. All were in favor.

B. Discussion/Update:

Meeting time Change. All in favor of keeping the meeting times at 5:30pm on the first Monday, quarterly.

C. Discussion/Update:

Chairman Dawdy made a motion move the discussion of the Board Stating Support for the Walking Bridge at Rotary Park to after the TTN/Turtleback Trail Network and LAS/Louis Armijo Sports Complex updates. All were in favor, no objections

D. Discussion/Update:

TTN/Turtleback Trail Network Update:

OJ Hechler: Recently sat in on a TTN committee meeting w/ John Masterson for updates. We now have a signed M.O.U. or "Memorandum of Understanding" between the property owner across the river at Rotary Park. This grants an easement to the county road, which will allow us to connect our trail system to the walking bridge at Rotary Park. The M.O.U. still needs to be made official by the city, the area surveyed and recorded. It's a big start. The quick claim deed is still

in progress for the right side of Rotary Park, but the area has been surveyed and is being recorded.

Chair Dawdy made a formal motion stating the Board's support of the Walking Bridge at Rotary Park and recommends to bring before the City Commission in support of the proposal.

Vice-Chair Ferrell Seconded.

All in favor.

E. Discussion/Update:

Louis Armijo Sports Complex Masterplan Updates:

OJ Hechler:

The Masterplan is 98% completed so we have not yet received the final rendering of the plan. Once we have them, we will start looking for grant funding

6. *REPORTS FROM THE BOARD*

There are no reports from the Board.

7. *REPORTS FROM STAFF*

OJ Hechler: We are still looking for a park supervisor, and another maintenance worker also put in their notice. We are budgeted for four hires with two as seasonal employees. We put in for a p.o. for working on improving the ballfields with in-field mix in anticipation of the arrival of the District Allstars so they feel welcome and want to come back.

Alan Hansen-Begg: There are six positions at the golf course with two positions open. One full-time maintenance tech position is about to be filled. The other is a pro-shop casual, an on-call/seasonal position. There are still issues with the irrigation system at the golf course. We are still in a holding pattern with getting water from another local pond to use. We expect to have water back and will continue to work on the irrigation issues once the grass is no longer dormant.

Updates for tournaments: Alan Hansen Begg: There are two disc golf tournaments on the horizon, one is the beginning of March, one at the middle of March. There is another one in May. We have help coming from Texas to help run the mid-March tournament and a group from Ruidoso in May.

Chairman Dawdy: Recommends multiple signs or banners advertising "Disc Golf" and using our local website to advertise and raise awareness for tourists and annual memberships for locals. Also recommends reaching out to local Rotary Club, to which he is a member, for recreational sponsorship opportunities to boost attendance by locals at the Golf Course.

Chairman Dawdy moved to formally recognize on record to commend OJ Hechler and the city's Street Dept on this past Holiday's light displays, as well as the progress on the Gun Range grading also done by the Street Dept. All were in favor.

8. MEETING ADJOURN

Chairman Dawdy Moved to Adjourn the Board Meeting at 6:11pm. All were in favor



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: E.4

SUBJECT: February 2025 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: March 3, 2025

SUBMITTED BY: Silke Kapela, Accounts Payable

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

According to Sec. 2-28 of the Municipal Code related to Publication of expenditures:

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

Recommendation:

Approve the Accounts Payable summary for February 2025

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,491,496.71

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 3-12-2025



Truth or Consequences

AP EOM REPORT FEB 2025

By Fund

Payment Dates 2/1/2025 - 2/28/2025

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
SIERRA AUTO PARTS LLC	332579	02/06/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	15.80
MORRIS APPRAISAL SERVICE I...	01/30/2025	02/07/2025	507 McADOO APPRAISAL	101-1010-48598	3,245.63
WILLIAM I BUHLER	02/07/2025	02/07/2025	FISH POND WATER RIGHTS FY ...	101-1009-43770	250.00
CHERRILLS WESTERN APPAREL	047117	02/07/2025	POLAR KING WINTER JACKET ...	101-1014-44615	110.00
CHERRILLS WESTERN APPAREL	047117	02/07/2025	POLAR KING WINTER JACKET ...	101-1014-44615	110.00
MIKE TORRES DBA CD TECHN...	1045	02/07/2025	IT SERVICE GENERAL FUND OP...	101-1018-48598	7,389.68
WHITEHEAD TRANSPORTATI...	112723	02/07/2025	ALIGNMENT	101-1007-47420	115.45
WILSON & COMPANY INC ENG...	133730	02/07/2025	ON CALL GRANT MANAGEME...	101-1010-48598	5,350.04
KATHRYN ELLIOTT DBA CIVILIT...	139	02/07/2025	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
AMAZON CAPITAL SERVICES I...	1G7G-JQGN-643K	02/07/2025	FILE CABINET	101-1006-44606	207.99
LYNNS LANDSCAPE	2022	02/07/2025	TREE TRIMMING VARIOUS PA...	101-1009-47415	5,808.90
OREILLY AUTO PARTS INC	2162-173841	02/07/2025	ALIGNMENT CAMBER BOLT	101-1007-47420	79.05
UNIFIRST HOLDINGS INC DBA ...	2880168889	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880170501	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880173149	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880175119	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880177401	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880179499	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880181494	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	96.55
UNIFIRST HOLDINGS INC DBA ...	2880183971	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	38.14
UNIFIRST HOLDINGS INC DBA ...	2880186097	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	38.14
UNIFIRST HOLDINGS INC DBA ...	2880188071	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880190071	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	58.51
UNIFIRST HOLDINGS INC DBA ...	2880192340	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	142.05
UNIFIRST HOLDINGS INC DBA ...	2880194496	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	57.21
UNIFIRST HOLDINGS INC DBA ...	2880196266	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	42.31
UNIFIRST HOLDINGS INC DBA ...	2880198656	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	33.95
UNIFIRST HOLDINGS INC DBA ...	2880200715	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	39.84
UNIFIRST HOLDINGS INC DBA ...	2880203287	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	38.14
UNIFIRST HOLDINGS INC DBA ...	2880205847	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	97.77
UNIFIRST HOLDINGS INC DBA ...	2880207989	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	37.92
UNIFIRST HOLDINGS INC DBA ...	2880210076	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	54.19
UNIFIRST HOLDINGS INC DBA ...	2880212002	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	49.85
UNIFIRST HOLDINGS INC DBA ...	2880214178	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	38.52
UNIFIRST HOLDINGS INC DBA ...	2880216444	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	38.52
UNIFIRST HOLDINGS INC DBA ...	2880218414	02/07/2025	UNIFORMS FOR R.SLADE, S.SM..	101-1012-42620	34.34
SIERRA AUTO PARTS LLC	331943	02/07/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	19.25
SIERRA AUTO PARTS LLC	331987	02/07/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	16.18
SIERRA AUTO PARTS LLC	332102	02/07/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	77.45
SIERRA AUTO PARTS LLC	332117	02/07/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	25.16
SIERRA AUTO PARTS LLC	332363	02/07/2025	BATTERY	101-1007-47420	168.14
SIERRA AUTO PARTS LLC	332503	02/07/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	28.99
SIERRA AUTO PARTS LLC	332524	02/07/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	178.14
SIERRA AUTO PARTS LLC	332578	02/07/2025	BATTERIES	101-1007-47420	376.28
SIERRA AUTO PARTS LLC	332592	02/07/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	83.88
SIERRA AUTO PARTS LLC	332614	02/07/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	29.99

AP EOM REPORT FEB 2025

Payment Dates: 2/1/2025 - 2/28/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO PARTS LLC	332674	02/07/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	19.96
SIERRA AUTO PARTS LLC	332750	02/07/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	15.96
SIERRA AUTO PARTS LLC	332751	02/07/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	17.98
SIERRA AUTO PARTS LLC	332794	02/07/2025	OPEN PO FOR JAN-JUNE	101-1012-44607	42.04
SIERRA COUNTY SENTINEL	3436	02/07/2025	HELP WANTED ADS - FY24-25 -	101-1004-43740	482.59
SIERRA COUNTY SENTINEL	3495	02/07/2025	FY 24/25 PUBLICATIONS	101-1001-43740	104.91
SIERRA COUNTY SENTINEL	3499 - CMO	02/07/2025	1 YEAR NEWSPAPER SUBSCRI...	101-1003-43770	40.00
SIERRA COUNTY SENTINEL	3526	02/07/2025	FY 24/25 PUBLICATIONS	101-1001-43740	42.27
JESSICA MULLER DBA FREED...	4378083	02/07/2025	WINDSHIELDS AND REPAIRS ...	101-1007-47420	1,224.00
PATTILLO BROWN & HILL LLP	496905	02/07/2025	ANNUAL AUDIT FY 2023-24	101-1018-48596	8,282.49
VERIZON WIRELESS	6104489694	02/07/2025	POLICE DEPT OPEN PO FY24/25	101-1007-43775	453.47
VERIZON WIRELESS	6104489694	02/07/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	164.80
TESTONS FREEWAY CHEVRON	6202	02/07/2025	OPEN PO FUEL PURCHASES FY...	101-1013-43316	111.22
TESTONS FREEWAY CHEVRON	6206	02/07/2025	FUEL PURCHASES OPEN PO FY...	101-1009-43316	778.05
ARENAS VALLEY ANIMAL CLIN...	97182	02/07/2025	VET SERVICES	101-1006-48598	312.53
ARENAS VALLEY ANIMAL CLIN...	97611	02/07/2025	VET SERVICES	101-1006-48598	422.57
ARENAS VALLEY ANIMAL CLIN...	97751	02/07/2025	VET SERVICES	101-1006-48598	444.68
AMAZON CAPITAL SERVICES I...	IXYT-4MT1-71D3	02/07/2025	OVER DOOR ORGANIZER	101-1006-44607	36.98
MIDDLE RIO GRANDE ECONO...	YR2025	02/07/2025	ANNUAL MEMBERSHIP TO MI...	101-1000-43770	1,000.00
BETH DIGIACOMO	02/10/2025	02/13/2025	NON-STERILIZED FELINE ADO...	101-1099-34343	25.00
JAIME F RUBIN LLC	02/03/2025	02/14/2025	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	6,003.00
KENNY ROGENS	02102025	02/14/2025	CIVIC CETER RENTAL 2/8/2025...	101-1099-34348	400.00
WEX BANK	102576967-CO	02/14/2025	FUEL USAGE FOR ACO/CODES ...	101-1008-43316	608.48
WEX BANK	102576967-FLT	02/14/2025	FUEL OPEN PO FOR FY 2024 -	101-1012-43316	426.37
WEX BANK	102576967-FM	02/14/2025	WEX BANK FUEL CARD OPEN P...	101-1014-43316	777.13
WEX BANK	102576967-PD	02/14/2025	FUEL USAGE FOR PD UNITS F...	101-1007-43316	8,347.71
KATHRYN ELLIOTT DBA CIVILIT...	132	02/14/2025	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
REEDS TIRE CENTER	15564	02/14/2025	255/65/18 TIRES	101-1003-47420	600.00
SUN VALLEY INC	178616, 178710, 178811, 178...	02/14/2025	OPEN PO FIELD SUPPLIES FY25...	101-1009-44607	156.23
SUN VALLEY INC	178737, 178714, 178628, 178...	02/14/2025	OPEN P.O. FOR THE MONTH O...	101-1014-44607	142.44
IWORQ SYSTEMS	211238-CLERK	02/14/2025	ANIMAL LICENSE AND BUSINE...	101-1001-48599	4,500.00
OREILLY AUTO PARTS INC	2162-175334	02/14/2025	CV AXLE SHAFT	101-1007-47420	149.10
UNIFIRST HOLDINGS INC DBA ...	2880218411	02/14/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	37.93
UNIFIRST HOLDINGS INC DBA ...	2880220735	02/14/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	77.60
SIERRA COUNTY SENTINEL	3481	02/14/2025	THANK YOU AD FOR SHOP WI...	101-1007-43740	177.80
SIERRA COUNTY SENTINEL	3499-PD	02/14/2025	ANNUAL NEWSPAPER SUBSCR...	101-1007-43770	40.00
ALARM CONTROL TECHNOLOG...	37148	02/14/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
ALARM CONTROL TECHNOLOG...	37149	02/14/2025	FIRE ALARM MONITORING OP...	101-1014-47410	26.91
SIERRA VISTA HOSPITAL SIERR...	41000201	02/14/2025	COLLECTION DRUG TEST FEE ...	101-1004-48599	100.00
TRANS UNION RISK & ALTERN...	485949-202501-1	02/14/2025	TLO SERVICES FOR PD FOR FY ...	101-1007-43815	110.00
QUEST DIAGNOSTICS INC	9213717403	02/14/2025	SCREENING & MRO FEE FY 24-...	101-1004-48599	236.40
TALON SEPTIC & POTTY SERVI...	I2236	02/14/2025	OPEN PO - PORTABLE TOILET ...	101-1009-43465	1,000.00
LASTING PAWS PET MEMORIA...	LC10391-0059	02/14/2025	ANIMAL CREMATION	101-1006-48598	635.30
INTERNATIONAL ASSOCIATION...	M25-C693969	02/14/2025	MEMBERSHIP RENEWAL FOR ...	101-1007-43770	65.00
INTERNATIONAL ASSOCIATION...	OID358334	02/14/2025	IAPE CPES CERTIFICATION	101-1007-42720	175.00
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1001-41226	156.55
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1003-41226	181.56
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1004-41226	380.11
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1006-41226	161.38
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1007-41226	1,200.10
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1008-41226	123.07
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1009-41226	68.59
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1010-41226	100.66
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1011-41226	313.87
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1012-41226	155.71
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1014-41226	214.30
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	101-1016-41226	212.40
ADRIAN CASTANEDA	000320	02/21/2025	FULL DETAIL SERVICE ON 087...	101-1003-47420	150.00
WINDSTREAM CORPORATION	02/17-19/2025	02/21/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	90.33

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XEROX CORP OLD	022946868	02/21/2025	POLICE XEROX EQUIPMENT C...	101-1007-43465	216.81
XEROX CORP OLD	022946877	02/21/2025	CITY MANAGER XEROX EQUI...	101-1003-43465	177.74
BANK OF AMERICA	1/25/2025 - CMO	02/21/2025	1 YEAR SUBSCRIPTION-ZOOM ...	101-1003-43770	173.30
AMAZON CAPITAL SERVICES I...	1D1H-MQP1-617H	02/21/2025	FINANCE OFFICE SUPPLIES	101-1004-44606	116.16
AMAZON CAPITAL SERVICES I...	1RV4-L61V-W4Q3	02/21/2025	FINANCE OFFICE SUPPLIES	101-1004-44606	45.58
STANTEC CONSULTING SERVI...	2353518	02/21/2025	DEVELOPMENT REVIEW LOVES...	101-1010-48598	3,303.70
UNIFIRST HOLDINGS INC DBA ...	2880222832	02/21/2025	EMPLOYEE UNIFORMS FY25	101-1009-42620	37.93
NU WAY LAUNDRY & CLEANE...	40043	02/21/2025	CARPET SERVICES OPEN P.O. ...	101-1014-44607	98.10
MARLIN LEASING CORPORATI...	40191457	02/21/2025	CLERK'S OFFICE OPEN PO FY2...	101-1001-43465	244.10
MARLIN LEASING CORPORATI...	40191457	02/21/2025	CITY MANAGER OPEN PO FY2...	101-1003-43465	352.75
MARLIN LEASING CORPORATI...	40191457	02/21/2025	FINANCE OFFICE OPEN PO FY...	101-1004-43465	292.93
MARLIN LEASING CORPORATI...	40191457	02/21/2025	POLICE DEPT OPEN PO FY24/...	101-1007-43465	585.86
MARLIN LEASING CORPORATI...	40191457	02/21/2025	PARKS DEPT OPEN PO FY24/25	101-1009-43465	244.10
MARLIN LEASING CORPORATI...	40191457	02/21/2025	FACILITIES DEPT OPEN PO FY...	101-1014-43465	73.23
QUILL CORPORATION	42611365	02/21/2025	OFFICE SUPPLIES	101-1003-44606	18.89
QUILL CORPORATION	42613102	02/21/2025	OFFICE SUPPLIES	101-1003-44606	217.41
QUILL CORPORATION	42613260	02/21/2025	OFFICE SUPPLIES	101-1003-44606	25.19
ARMIJOS CASA BONITA	45706	02/21/2025	REPLACE WINDOW AT POLICE...	101-1014-43403	583.08
SILVERSKY INC	520493-SI	02/21/2025	GENERAL FUND OPEN PO FY2...	101-1018-43815	1,821.62
STAPLES CONTRACT & COMM...	6023969071	02/21/2025	WEBCAMS FOR FIANACE DEPT	101-1004-44606	90.00
NM SELF INSURERS FUND	9/30/2024	02/21/2025	POLICY NUMBER: 1890 FY 25	101-1018-46733	322,750.00
DATAMARS INC	907989	02/21/2025	MICROCHIPS	101-1006-44607	729.25
DATAMARS INC	909314	02/21/2025	MICROCHIPS	101-1006-44607	230.00
SUPERIOR WEED AND PEST C...	000214	02/28/2025	OPEN PO FY 25 WEED AND P...	101-1009-47415	2,151.24
NEW MEXICO GAS COMPANY ...	02/25/2025	02/28/2025	GENERAL OPEN PO FY24/25	101-1018-43780	3,583.79
NEW MEXICO GAS COMPANY ...	02/25/2025	02/28/2025	NM WORKFORCE CONNECTI...	101-1018-43780	263.38
NEW MEXICO GAS COMPANY ...	02/25/2025	02/28/2025	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	218.92
SIERRA VISTA HOSPITAL SIERR...	02/26/2025	02/28/2025	GRT DISTRIBUTION FY 2024 - ...	101-1017-48599	45,621.07
TYLER TECHNOLOGIES INC	025-497997	02/28/2025	TYLER TUTORING-FINANCE,PA...	101-1004-42720	693.60
TYLER TECHNOLOGIES INC	025-499161	02/28/2025	TYLER TUTORING-FINANCE,PA...	101-1004-42720	693.60
TURTLEBACK PEST CONTROL I...	105795	02/28/2025	TURTLEBACK PEST CONTROL S...	101-1014-43403	1,074.00
SPECTRUM TECHNOLOGIES	1497007	02/28/2025	ANNUAL MAINTENANCE CON...	101-1010-43770	975.38
CITY UTILITIES	2/12/2025	02/28/2025	GENERAL FUND OPEN PO FY2...	101-1018-43780	113.40
TDS	2/18/2025	02/28/2025	GENERAL OPEN PO FY24/25	101-1018-43780	3,960.91
CITY UTILITIES	2/6/2025, 2/13/2025	02/28/2025	GENERAL FUND CYCLE A&B O...	101-1018-43780	3,199.28
NEW MEXICO PUBLIC PROCU...	2160 JORDAN JAVIER 808	02/28/2025	REGISTRATION FEE FOR NMP...	101-1004-43770	75.00
PG ENTERPRISES, LLC	43949	02/28/2025	200 TONS OF INFELD MIX	101-1009-44607	12,751.36
PG ENTERPRISES, LLC	43949	02/28/2025	TRACTOR TRAILER HAULING	101-1009-44607	6,574.92
VERIZON WIRELESS	6106084359	02/28/2025	CITY CLERK OPEN PO FY24/25	101-1001-43775	260.22
VERIZON WIRELESS	6106084359	02/28/2025	CITY MANAGER OPEN PO FY2...	101-1003-43775	249.72
VERIZON WIRELESS	6106084359	02/28/2025	FINANCE OPEN PO FY24/25	101-1004-43775	252.92
VERIZON WIRELESS	6106084359	02/28/2025	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.69
VERIZON WIRELESS	6106084359	02/28/2025	POLICE DEPT OPEN PO FY24/25	101-1007-43775	1,424.56
VERIZON WIRELESS	6106084359	02/28/2025	ANIMAL CONTROL OPEN PO F...	101-1008-43775	106.87
VERIZON WIRELESS	6106084359	02/28/2025	PARKS DEPT OPEN PO FY24/25	101-1009-43775	136.09
VERIZON WIRELESS	6106084359	02/28/2025	COMMUNITY DEVELOPEMENT...	101-1010-43775	49.48
VERIZON WIRELESS	6106084359	02/28/2025	STREETS DEPT OPEN PO FY24/...	101-1011-43775	201.29
VERIZON WIRELESS	6106084359	02/28/2025	FLEET DEPT OPEN PO FY24/25	101-1012-43775	185.95
VERIZON WIRELESS	6106084359	02/28/2025	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	111.86
TESTONS FREEWAY CHEVRON	6243	02/28/2025	GAS FOR ANIMAL SHELTER VE...	101-1006-43316	76.66
TESTONS FREEWAY CHEVRON	6247	02/28/2025	FUEL PURCHASES OPEN PO FY...	101-1009-43316	621.36
TESTONS FREEWAY CHEVRON	6275	02/28/2025	OPEN PO FUEL PURCHASES FY...	101-1013-43316	171.00
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	CITY CLERK'S OFFICE	101-1001-41226	156.55
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	CITY MANAGER'S OFFICE	101-1003-41226	181.56
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	FINANCE / ADMIN SERVICES	101-1004-41226	380.11
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	ANIMAL SHELTER	101-1006-41226	161.38
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	POLICE DEPT	101-1007-41226	1,413.14
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	ANIMAL CONTROL	101-1008-41226	122.32
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	PARKS & RECREATION	101-1009-41226	68.60
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	COMMUNITY DEVELOPEMENT	101-1010-41226	100.66

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NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	STREET DEPT	101-1011-41226	304.75
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	FLEET SERVICE CENTER	101-1012-41226	155.71
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	COMMUNITY SERVICES	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	FACILITY MANAGEMENT	101-1014-41226	197.76
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	LIBRARY	101-1016-41226	212.40
Fund 101 - General Total:					495,659.95
Fund: 201 - Corrections					
SIERRA COUNTY TREASURER	02012025	02/28/2025	HOLD OF PRISONERS FY 24-25	201-1903-48710	2,860.00
Fund 201 - Corrections Total:					2,860.00
Fund: 209 - Fire					
TESTONS FREEWAY CHEVRON	6210	02/07/2025	OPEN PO FOR GAS/FUEL FY 24...	209-1603-43316	122.92
PETES EQUIPMENT INC	0034973-1	02/21/2025	REPAIRS TO LITTLE PAULIE	209-1603-47420	5,933.14
WINDSTREAM CORPORATION	02/17-19/2025	02/21/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43775	126.00
XEROX CORP OLD	022946879	02/21/2025	FIRE XEROX EQUIPMENT CON...	209-1603-43465	255.91
AMAZON CAPITAL SERVICES I...	167W-FLDM-WCL6	02/21/2025	FD FLAME RESISTANT COVERA...	209-1603-44615	1,033.37
AMAZON CAPITAL SERVICES I...	1JFT-NF3R-1VCD	02/21/2025	FD FLAME RESISTANT COVERA...	209-1603-44615	375.61
AMAZON CAPITAL SERVICES I...	1LGG-Y99D-YPMN	02/21/2025	FD FLAME RESISTANT COVERA...	209-1603-44615	254.69
LYNNS LANDSCAPE	2088	02/21/2025	OPEN PO FOR MONTHLY CLE...	209-1603-47415	471.43
MARLIN LEASING CORPORATI...	40191457	02/21/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43465	244.10
NEW MEXICO GAS COMPANY ...	02/25/2025	02/28/2025	FIRE STATION OPEN PO FY24/...	209-1603-43780	349.79
NEW MEXICO GAS COMPANY ...	02/25/2025	02/28/2025	FIRE SOUTH STATION OPEN P...	209-1603-43780	522.42
CITY UTILITIES	2/6/2025, 2/13/2025	02/28/2025	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	287.36
VERIZON WIRELESS	6106084359	02/28/2025	FIRE DEPT OPEN PO FY24/25	209-1603-43775	129.02
TESTONS FREEWAY CHEVRON	6248	02/28/2025	OPEN PO FOR GAS/FUEL FY 24...	209-1603-43316	35.14
Fund 209 - Fire Total:					10,140.90
Fund: 211 - Law Enforce Prot					
THE LINE LLC	2879	02/07/2025	UNIFORM PANTS FOR OFFICER	211-2003-44573	71.40
LAW ENFORCEMENT SEMINA...	2030355	02/14/2025	BACKGROUND INVESTIGATIO...	211-2003-42535	445.00
KAUFMANS WEST LLC	10581V	02/21/2025	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	110.49
NM EDGE	15275	02/28/2025	CPO CLASSES FOR ADMINISTR...	211-2003-42535	540.00
PRO FORCE LAW ENFORCEME...	556982, 556983, 522263, 565...	02/28/2025	FIREARMS FOR POLICE DEPAR...	211-2003-44613	10,305.46
Fund 211 - Law Enforce Prot Total:					11,472.35
Fund: 214 - Lodgers Tax					
GERONIMO TRAIL SCENIC BY...	02/04/2025	02/07/2025	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
MAINSTREET TRUTH OR CONS...	02/10/2025	02/14/2025	OPEN PO FOR LODGERS TAX ...	214-2503-47406	6,191.00
VETERANS MEMORIAL TRUST ...	6	02/14/2025	OPEN PO FOR LODGERS TAX ...	214-2560-60725	319.31
GRAINGER INC	9391681963	02/14/2025	CONFERENCE/TRAINING TABL...	214-2540-44613	17,768.96
SUNNY 505	002723	02/21/2025	TAX	214-2503-47406	396.54
SUNNY 505	002723	02/21/2025	ADVERTISING AND MARKETI...	214-2503-47406	4,734.81
SUNNY 505	002852	02/21/2025	TAX	214-2503-47406	9.42
SUNNY 505	002852	02/21/2025	ADVERTISING AND MARKETI...	214-2503-47406	23,112.50
SUNNY 505	002928	02/21/2025	TAX	214-2503-47406	961.15
SUNNY 505	002928	02/21/2025	ADVERTISING AND MARKETI...	214-2503-47406	11,476.50
SUNNY 505	003022	02/21/2025	ADVERTISING AND MARKETI...	214-2503-47406	11,553.68
SUNNY 505	003022	02/21/2025	TAX	214-2503-47406	967.64
SUNNY 505	003089	02/21/2025	TAX	214-2503-47406	945.87
SUNNY 505	003089	02/21/2025	ADVERTISING AND MARKETI...	214-2503-47406	11,293.75
RUANNA WALDRUM	13 (0001621)	02/21/2025	WEBSITE/ MULTI-MEDIA UPD...	214-2540-60725	467.42
GERONIMO TRAIL SCENIC BY...	14	02/21/2025	STATEWIDE BROCHURE DISTR...	214-2540-60725	245.63
SIERRA COUNTY ROCK & GEM...	1/27/2025	02/28/2025	OPEN PO FOR LODGERS TAX ...	214-2560-60725	4,500.00
Fund 214 - Lodgers Tax Total:					95,410.85
Fund: 216 - Muni Street					
UNIFIRST HOLDINGS INC DBA ...	2880218412	02/07/2025	EMPLOYEE UNIFORMS - FY 24 ...	216-4503-42620	41.59
SIERRA AUTO PARTS LLC	331980	02/07/2025	TRAILER PLUG REPLACEMENT	216-4503-47420	11.88
SIERRA AUTO PARTS LLC	332232	02/07/2025	WIPER BLADES	216-4503-47420	13.80
SIERRA AUTO PARTS LLC	332577	02/07/2025	FUEL HOSE FT 5/16X25	216-4503-47420	9.95
SIERRA AUTO PARTS LLC	332577	02/07/2025	HOSE CLAMP	216-4503-47420	8.40
TESTONS FREEWAY CHEVRON	6205	02/07/2025	GAS/DIESEL FUEL PURCHASES...	216-4503-43316	756.57
B & H OIL COMPANY	02/03/2025 ST	02/14/2025	DIESEL- OPEN PO FY 24/25	216-4503-43316	820.62

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
B & H OIL COMPANY	02/03/2025 ST DEF	02/14/2025	DEF FLUID VEHICLE MAINT	216-4503-47420	982.40
MARLIN LEASING CORPORATI...	21657743	02/14/2025	STREET DEPT SHARP EQUIPM...	216-4503-43465	198.07
UNIFIRST HOLDINGS INC DBA ...	2880220736	02/14/2025	EMPLOYEE UNIFORMS - FY 24 ...	216-4503-42620	41.59
TOOLS PLUS INDUSTRIES	51406	02/14/2025	FIRST AID KITS AND NITRILE G...	216-4503-44615	739.84
BORDER RECAPING LLC BMO...	25-0242699-003	02/21/2025	20X9 6 ON 5.5 WHEEL CV26	216-4503-47420	305.00
UNIFIRST HOLDINGS INC DBA ...	2880222835	02/21/2025	EMPLOYEE UNIFORMS - FY 24 ...	216-4503-42620	41.59
TESTONS FREEWAY CHEVRON	6246	02/28/2025	GAS/DIESEL FUEL PURCHASES...	216-4503-43316	1,384.47
Fund 216 - Muni Street Total:					5,355.77
Fund: 294 - State Library					
MARLIN LEASING CORPORATI...	40191457	02/21/2025	LIBRARY OPEN PO FY24/25	294-5003-43465	317.33
VERIZON WIRELESS	6106084359	02/28/2025	LIBRARY OPEN PO FY24/25	294-5003-43775	169.49
Fund 294 - State Library Total:					486.82
Fund: 295 - Muni Pool					
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	295-4803-41226	40.10
MARLIN LEASING CORPORATI...	40191457	02/21/2025	POOL OPEN PO FY24/25	295-4803-43465	48.83
NEW MEXICO GAS COMPANY ...	02/25/2025	02/28/2025	SWIMMING POOL OPEN PO F...	295-4803-43780	33.29
VERIZON WIRELESS	6106084359	02/28/2025	POOL OPEN PO FY24/25	295-4803-43775	110.16
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	POOL	295-4803-41226	40.10
Fund 295 - Muni Pool Total:					272.48
Fund: 296 - PD GRT					
STEPHEN SCHOENSTEIN	220065	02/07/2025	ROOF REPAIRS ON FORMER P...	296-2403-80805	1,100.00
ADSLCNM INC DBA AMERICAN...	0531009	02/14/2025	BI-MONTHLY DESTRUCTION S...	296-2403-48598	123.60
BREANNA D GARRETT DBA BR...	02142025	02/21/2025	FITNESS TRAINING FOR PD ST...	296-2403-48598	867.00
Fund 296 - PD GRT Total:					2,090.60
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	02/17-19/2025	02/21/2025	VETERANS WALL OPEN PO FY...	303-4703-43775	245.37
Fund 303 - Vet Wall Total:					245.37
Fund: 304 - Senior Grants					
ARMIJOS CASA BONITA	45702	02/21/2025	AUTOMATIC DOOR OPENERS...	304-4903-43403	19,995.19
Fund 304 - Senior Grants Total:					19,995.19
Fund: 315 - CI Reserve					
WILSON & COMPANY INC ENG...	133840	02/07/2025	SYSTEM REDUNDANCY & HYD...	315-7027-48598	118,659.73
WILSON & COMPANY INC ENG...	133914	02/14/2025	PROFESSIONAL SERVICES - R...	315-8010-48598	3,441.88
Fund 315 - CI Reserve Total:					122,101.61
Fund: 380 - OTHER STATE FUNDED PROJECTS					
SUN VALLEY INC	178742	02/14/2025	PAINT AND PRIMER	380-7033-44607	83.09
AMAZON CAPITAL SERVICES I...	11NR-M63P-X3JK	02/28/2025	OLD MASTERS SEALER - CASE ...	380-7033-44607	160.66
DESERT GRAPHICS INC	7068	02/28/2025	SIGN ALUM .040 1SD RND CO...	380-7033-44607	324.00
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					567.75
Fund: 403 - Pledge State					
BANK OF THE SOUTHWEST	01/26/2025	02/07/2025	INTEREST PAYMENTS WISPI 2 ...	403-1203-90910	45.89
BANK OF THE SOUTHWEST	02102025	02/10/2025	MTHLY INTEREST PYMTS	403-1203-90910	5,388.32
BANK OF THE SOUTHWEST	02/13/2025	02/28/2025	MTHLY INTEREST PYMTS	403-1203-90910	5,040.69
BANK OF THE SOUTHWEST	02/23/2025	02/28/2025	INTEREST PAYMENTS WISPI 2 ...	403-1203-90910	41.46
Fund 403 - Pledge State Total:					10,516.36
Fund: 501 - Cemetary					
CITY UTILITIES	2/6/2025, 2/13/2025	02/28/2025	CEMETERY CYCLE A&B OPEN ...	501-1803-43780	282.17
Fund 501 - Cemetary Total:					282.17
Fund: 502 - Util Office - Pool					
STAPLES CONTRACT & COMM...	6023425392	02/14/2025	UTILITY OFFICE SUPPLIES	502-3601-44606	537.43
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	502-3601-41226	197.33
BANK OF AMERICA	12/25/2024-UTILITY	02/21/2025	ADOBE	502-3601-44606	259.97
MARLIN LEASING CORPORATI...	40191457	02/21/2025	UTILITY OFFICE OPEN PO FY2...	502-3601-43465	390.59
XEROX CORP OLD	725027262	02/21/2025	UTILITY OFFICE XEROX EQUIP...	502-3601-43465	277.36
SPECTRUM NEW MEXICO LLC ...	IC-25-6241	02/21/2025	10,000 #9 RETURN & 10,000 #...	502-3601-43740	2,388.52
TYLER TECHNOLOGIES INC	025-497998	02/28/2025	ACCOUNTS RECEIVABLE TYLER...	502-3601-42720	157.15
VERIZON WIRELESS	6106084359	02/28/2025	UTILITY BILLING OPEN PO FY2...	502-3601-43775	193.49

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NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	UTILITY OFFICE	502-3601-41226	197.33
				Fund 502 - Util Office - Pool Total:	4,599.17
Fund: 503 - Electric					
TESTONS FREEWAY CHEVRON	6208	02/06/2025	GAS/DIESEL FUEL PURCHASES-...	503-3702-43316	1,202.17
TRIPLE H SOLAR LLC	0392	02/07/2025	ENGINEERING SERVICES- OPEN...	503-3702-48598	720.00
MIKE TORRES DBA CD TECHN...	1045	02/07/2025	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	568.44
SIERRA AUTO PARTS LLC	331929	02/07/2025	XBO BATTERIES	503-3702-44607	47.98
SIERRA AUTO PARTS LLC	332561	02/07/2025	HYDRAULIC OIL	503-3702-47420	52.74
PATTILLO BROWN & HILL LLP	496905	02/07/2025	ANNUAL AUDIT FY 2023-24	503-3702-48596	5,732.19
WESTERN UNITED ELECTRIC	6130459	02/07/2025	H39KC-175/DX 150 W MV LA...	503-3702-44607	58.68
WESTERN UNITED ELECTRIC	6131391	02/07/2025	MH400/U LAMP 400W	503-3702-44607	248.28
OHM ELECTRIC	0000373	02/14/2025	REPAIR 200 AMP GE MAIN BR...	503-3702-47415	731.53
PETES EQUIPMENT INC	0035272	02/14/2025	VEHICLE MAINTENANCE- VAC...	503-3702-47420	154.02
SIERRA ELECTRIC COOP INC	02/04/2025	02/14/2025	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	583.51
SIERRA ELECTRIC COOP INC	02/07/2025	02/14/2025	POWER SERVICES-OPEN PO FY...	503-3702-50795	295,593.69
TRI STATE GENERATION & TR...	1032012	02/14/2025	POWER SERVICE- OPEN PO FY...	503-3702-50795	37,554.51
SUN VALLEY INC	178713	02/14/2025	DISCOUNT	503-3702-44607	-0.97
SUN VALLEY INC	178713	02/14/2025	12 VOLT BATTERIES	503-3702-44607	19.47
AMAZON CAPITAL SERVICES I...	1RRR-4Q4K-73J6	02/14/2025	DESK CALENDAR	503-3702-44606	29.99
AMAZON CAPITAL SERVICES I...	1T3J-4J1W-XFKX	02/14/2025	UNIFORM- PRISCILLA FUENTES	503-3702-42620	128.94
AMAZON CAPITAL SERVICES I...	1T3J-4J1W-XFKX	02/14/2025	FINE TIP SHARPIES	503-3702-44606	9.99
AMAZON CAPITAL SERVICES I...	1T3J-4J1W-XFKX	02/14/2025	21/23V BATTERIES	503-3702-44607	26.64
AMAZON CAPITAL SERVICES I...	1T3J-4J1W-XFKX	02/14/2025	D BATTERIES- LINE LOCATOR	503-3702-44607	40.68
AMAZON CAPITAL SERVICES I...	1T3J-4J1W-XFKX	02/14/2025	SAFETY BOOTS- JOSH BREUER	503-3702-44615	204.95
AMAZON CAPITAL SERVICES I...	1T3J-4J1W-XFKX	02/14/2025	HAND WARMERS	503-3702-44615	24.58
VERIZON WIRELESS	6105129355	02/14/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	54.33
WESTERN UNITED ELECTRIC	6134061	02/14/2025	ACSR SPLICE 3/0-4/0	503-3702-44607	223.96
LANDIS+GYR TECHNOLOGY INC	90405738	02/14/2025	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	1,630.00
KINGS LOCKSMITH	FS6011	02/14/2025	PADLOCKS & RE-KEY	503-3702-44607	848.98
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	503-3702-41226	421.13
MARLIN LEASING CORPORATI...	40191457	02/21/2025	ELECTRIC DEPT OPEN PO FY2...	503-3702-43465	122.06
SILVERSKY INC	520493-SI	02/21/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43815	140.12
WESTERN UNITED ELECTRIC	6133862	02/21/2025	DEADEND GRIP 2/0	503-3702-44607	379.50
WESTERN UNITED ELECTRIC	6133862	02/21/2025	#2 TRIPLEX	503-3702-44607	2,916.00
WESTERN UNITED ELECTRIC	6133862	02/21/2025	CONN COMP PG #2-#2	503-3702-44607	652.50
WESTERN UNITED ELECTRIC	6134410	02/21/2025	GROUND ROD 5/8X8	503-3702-44607	206.67
WESTERN UNITED ELECTRIC	6134625	02/21/2025	MEASURING STICK 50FT	503-3702-44607	1,162.86
WESTERN UNITED ELECTRIC	6134625	02/21/2025	CANISTER KIT	503-3702-44607	292.13
WESTERN UNITED ELECTRIC	6134913	02/21/2025	37.5 KVA 1PH CNV. POLE, 7.2/...	503-3702-44607	6,990.00
WESTERN UNITED ELECTRIC	6134917	02/21/2025	CROSSARM TANGENT 8'	503-3702-44607	3,180.00
WESTERN UNITED ELECTRIC	81438	02/21/2025	ARRESTER 10KV	503-3702-44607	732.70
WESTERN UNITED ELECTRIC	81438	02/21/2025	CROSSARM PIN 1" NYLON TH...	503-3702-44607	545.00
WESTERN UNITED ELECTRIC	81438	02/21/2025	MACHINE BOLT 5/8X12	503-3702-44607	269.00
WESTERN UNITED ELECTRIC	81438	02/21/2025	MACHINE BOLT 5/8X14	503-3702-44607	194.40
WESTERN UNITED ELECTRIC	81438	02/21/2025	CUTOUT 15KV	503-3702-44607	1,744.90
WESTERN UNITED ELECTRIC	81438	02/21/2025	CROSSARM DEADEND 8'	503-3702-44607	4,938.45
WESTERN UNITED ELECTRIC	81438	02/21/2025	INSULATED PIN 15KV F-NECK	503-3702-44607	30.96
WESTERN AREA POWER ADM...	JJPB1798A0125	02/21/2025	BASE DEMAND & BASE ENER...	503-3702-50795	48,654.17
NEW MEXICO GAS COMPANY ...	02/25/2025	02/28/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	123.43
CITY UTILITIES	2/12/2025	02/28/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	47.25
TDS	2/18/2025	02/28/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43780	434.82
CITY UTILITIES	2/6/2025, 2/13/2025	02/28/2025	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	248.71
ALTEC INDUSTRIES INC	51607929	02/28/2025	REPAIR LEAK- G-51647	503-3702-47415	663.53
VERIZON WIRELESS	6106084359	02/28/2025	ELECTRIC DEPT OPEN PO FY24...	503-3702-43775	193.99
TESTONS FREEWAY CHEVRON	6276	02/28/2025	GAS/DIESEL FUEL PURCHASES-...	503-3702-43316	1,166.86
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	ELECTRIC DEPT	503-3702-41226	421.13
				Fund 503 - Electric Total:	423,361.55
Fund: 504 - Water					
FERGUSON ENTERPRISES LLC	0559859	02/07/2025	6" CLAMPS RESTOCK	504-3803-44607	442.42
MIKE TORRES DBA CD TECHN...	1045	02/07/2025	IT SERVICE WATER DEPT OPEN...	504-3803-48598	568.43

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CORTEZ GAS COMPANY	259424	02/07/2025	W/WW- PROPANE GAS FOR O...	504-3803-43316	154.49
PATTILLO BROWN & HILL LLP	496905	02/07/2025	ANNUAL AUDIT FY 2023-24	504-3803-48596	5,732.19
TESTONS FREEWAY CHEVRON	6209	02/07/2025	OPEN PO FOR FUEL FOR WAT...	504-3803-43316	1,356.13
GRAINGER INC	9376938032	02/07/2025	CONCRETE SAW FOR WATER ...	504-3803-44607	1,528.78
BOOT BARN	INV00440957	02/07/2025	ANTHONY COLLISTER-6 PAIRS ...	504-3803-42620	235.74
BAKER UTILITY SUPPLY CORP	INV328900	02/07/2025	4-4" HYMAX	504-3803-44607	1,183.00
BAKER UTILITY SUPPLY CORP	INV328900	02/07/2025	4-6" HYMAX	504-3803-44607	1,564.00
BAKER UTILITY SUPPLY CORP	INV328900	02/07/2025	3/4 ULTRA TITE BRASS STRAI...	504-3803-44607	834.00
BULLOCKS INC	02/01/2025	02/14/2025	OPEN PO FOR JANUARY 2025	504-3803-44607	14.67
B & H OIL COMPANY	02/03/2025 WA	02/14/2025	OPEN PO FY 24-25 FUEL WTR ...	504-3803-43316	610.21
TAXATION AND REVENUE	02/10/2025	02/14/2025	WATER CONSERVATION FEE FY...	504-3803-43797	957.06
AMAZON CAPITAL SERVICES I...	14PJ-FND9-6VG7	02/14/2025	SAW AND EAR PLUGS	504-3803-44607	148.73
NEW MEXICO ONE CALL INC	153011402	02/14/2025	W/WW- NM 811 CALLS FOR L...	504-3803-43770	811.50
FERGUSON ENTERPRISES LLC	1577742	02/14/2025	3/4' SIDR POLY	504-3803-44607	229.99
FERGUSON ENTERPRISES LLC	1578035	02/14/2025	3/4' SIDR POLY	504-3803-44607	97.00
SUN VALLEY INC	178581, 178593, 178614, 178...	02/14/2025	OPEN PO FOR JANUARY 2025	504-3803-44607	136.13
AMAZON CAPITAL SERVICES I...	1WYD-TC4T-W7GF	02/14/2025	FILING SUPPLIES FOR REGULAT...	504-3803-44606	13.51
AMAZON CAPITAL SERVICES I...	1Y1M-FM7C-6H9L	02/14/2025	FILING SUPPLIES FOR REGULAT...	504-3803-44606	45.45
CORTEZ GAS COMPANY	263770	02/14/2025	W/WW- PROPANE GAS FOR O...	504-3803-43316	167.35
BAKER UTILITY SUPPLY CORP	INV329259	02/14/2025	200'-3/4" POLY PIPE	504-3803-44607	189.82
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	504-3803-41226	301.90
FERGUSON ENTERPRISES LLC	0555719	02/21/2025	4" CLAMPS	504-3803-44607	2,552.50
CORTEZ GAS COMPANY	259184	02/21/2025	W/WW- PROPANE GAS FOR O...	504-3803-43316	103.20
CORTEZ GAS COMPANY	259676	02/21/2025	W/WW- PROPANE GAS FOR O...	504-3803-43316	13.65
MARLIN LEASING CORPORATI...	40191457	02/21/2025	WATER DEPT OPEN PO FY24/...	504-3803-43465	48.83
SILVERSKY INC	520493-SI	02/21/2025	WATER DEPT OPEN PO FY24/...	504-3803-43815	140.12
NM UTILITY OPERATOR CERTIF..	NM20405 - 2/18/2025	02/21/2025	WATER OPERATOR 2 EXAM J...	504-3803-42720	30.00
NEW MEXICO GAS COMPANY ...	02/25/2025	02/28/2025	WATER DEPT OPEN PO FY24/...	504-3803-43780	404.14
TDS	2/18/2025	02/28/2025	WATER DEPT.OPEN PO FY24/...	504-3803-43780	434.82
CITY UTILITIES	2/6/2025, 2/13/2025	02/28/2025	WATER DEPT CYCLE A&B OPEN...	504-3803-43780	344.09
VERIZON WIRELESS	6106084359	02/28/2025	WATER DEPT OPEN PO FY24/...	504-3803-43775	262.88
TESTONS FREEWAY CHEVRON	6244	02/28/2025	OPEN PO FOR FUEL FOR WAT...	504-3803-43316	1,447.33
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	WATER DEPT	504-3803-41226	301.90
Fund 504 - Water Total:					23,405.96

Fund: 505 - Solid Waste

PARKHILL SMITH & COOPER	04118823.00-9	02/07/2025	REGISTRATION RENEWAL	505-3904-48599	1,127.10
PARKHILL SMITH & COOPER	04292924.00-4	02/07/2025	ENVIRONMENTAL LANDFILL ...	505-3904-48599	2,492.63
PARKHILL SMITH & COOPER	04342124.00-5	02/07/2025	TECHNICAL SUPPORT AND THE...	505-3904-48599	2,599.37
PARKHILL SMITH & COOPER	04342724.00-1	02/07/2025	ENVIRONMENTAL LANDFILL ...	505-3904-48599	17,291.59
PARKHILL SMITH & COOPER	04386624.00-3	02/07/2025	TASK ORDER T OR C BLM LAN...	505-3904-48599	3,011.46
MIKE TORRES DBA CD TECHN...	1045	02/07/2025	IT SERVICE SANITATION DEPT ...	505-3904-48598	568.44
CITY OF LAS CRUCES	107055	02/07/2025	SCSWA WASTE DISPOSAL	505-3904-45601	49,247.46
AMAZON CAPITAL SERVICES I...	1CD9-TCJG-C1DQ	02/07/2025	CLEANING / FIELD SUPPLIES	505-3904-44607	166.88
AMAZON CAPITAL SERVICES I...	1F4J-3NMV-DJTN	02/07/2025	CLEANING / FIELD SUPPLIES	505-3904-44607	418.44
BORDER RECAPPING LLC BMO..	24-0230526-003	02/07/2025	1-2 36X14-20/7.50 CAMSO 9...	505-3904-44607	1,146.41
BORDER RECAPPING LLC BMO..	24-0230526-003	02/07/2025	1-3 7.50X20 8 HOLE 8.82 PILO...	505-3904-44607	1,748.48
BORDER RECAPPING LLC BMO..	24-0230526-003	02/07/2025	1-4 DMT+ MOUNT PRESS ON	505-3904-44607	200.00
BORDER RECAPPING LLC BMO..	24-0230526-003	02/07/2025	1-1 36X14-20/7.50 CAMSO 9...	505-3904-44607	1,146.41
SIERRA AUTO PARTS LLC	332052	02/07/2025	HYDRAULIC HOSE & PARTS	505-3904-47420	81.55
SIERRA AUTO PARTS LLC	332091	02/07/2025	BEP 4 D30 BATTERY+1YR WAR...	505-3904-47420	775.00
SIERRA AUTO PARTS LLC	332605	02/07/2025	HYDRAULIC HOSE & FITTINGS ...	505-3904-47420	98.72
PATTILLO BROWN & HILL LLP	496905	02/07/2025	ANNUAL AUDIT FY 2023-24	505-3904-48596	5,732.19
RJ BORDER INTERNATIONAL	X400119533.01	02/07/2025	AIR VALVE FOR BRAKES	505-3904-47420	225.99
WEX BANK	102576967-TR	02/14/2025	WEX- DIESEL & GASOLINE	505-3904-43316	3,958.00
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	505-3904-41226	582.62
XEROX CORP OLD	022946869	02/21/2025	SOLID WASTE XEROX EQUIPM...	505-3904-43465	30.18
AUTOZONE STORES LLC	02529320038	02/21/2025	SP-DEF SHOP PRO DEF	505-3904-44607	232.56
NM RECYCLING COALITION	20438	02/21/2025	MEMBERSHIP DUES NM RECY...	505-3904-43770	200.00
MARLIN LEASING CORPORATI...	40191457	02/21/2025	SOLID WASTE OPEN PO FY24/...	505-3904-43465	122.06
SILVERSKY INC	520493-SI	02/21/2025	SOLID WASTE DEPT OPEN PO ...	505-3904-43815	140.12

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPANY ...	02/25/2025	02/28/2025	RECYCLE CENTER OPEN PO FY...	505-3904-43780	296.52
PARKHILL SMITH & COOPER	04342124.00-4	02/28/2025	TECHNICAL SUPPORT AND THE...	505-3904-48599	1,599.62
PARKHILL SMITH & COOPER	04342124.00-6	02/28/2025	TECHNICAL SUPPORT AND THE...	505-3904-48599	1,199.71
PARKHILL SMITH & COOPER	04386624.00-4	02/28/2025	TASK ORDER T OR C BLM LAN...	505-3904-48599	2,687.64
CITY OF LAS CRUCES	107680	02/28/2025	SCSWA WASTE DISPOSAL	505-3904-45601	52,229.97
AMAZON CAPITAL SERVICES I...	14QM-MKL9-6W7G	02/28/2025	CLEANING/FIELD SUPPLIES	505-3904-44607	190.25
AMAZON CAPITAL SERVICES I...	1F6G-4M43-31PN	02/28/2025	SAFETY BOOTS-CHELSEA WAR...	505-3904-44615	164.95
CITY UTILITIES	2/12/2025	02/28/2025	SANITATION DEPT OPEN PO F...	505-3904-45601	34,412.45
TDS	2/18/2025	02/28/2025	SANITATION OPEN PO FY24/25	505-3904-43780	434.82
VERIZON WIRELESS	6106084359	02/28/2025	SANITATION OPEN PO FY24/25	505-3904-43775	157.00
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	SOLID WASTE DEPT	505-3904-41226	582.62
Fund 505 - Solid Waste Total:					187,299.21

Fund: 506 - WWTP

MIKE TORRES DBA CD TECHN...	1045	02/07/2025	IT SERVICE WASTE WATER OP...	506-4005-48598	568.44
CORTEZ GAS COMPANY	259424	02/07/2025	W/WW- PROPANE GAS FOR O...	506-4005-43316	154.48
PATTILLO BROWN & HILL LLP	496905	02/07/2025	ANNUAL AUDIT FY 2023-24	506-4005-48596	5,732.19
TESTONS FREEWAY CHEVRON	6204	02/07/2025	FUEL FOR WASTE WATER DEP...	506-4005-43316	1,047.60
GRAINGER INC	9376938032	02/07/2025	CONCRETE SAW FOR WATER ...	506-4005-44607	1,528.78
OHM ELECTRIC	0000370	02/14/2025	MAST LIGHT X5/LABOR X16/M...	506-4005-47415	6,398.95
BULLOCKS INC	02/01/2025	02/14/2025	OPEN PO FOR JANUARY 2025	506-4005-44607	14.67
B & H OIL COMPANY	02/03/2025 WW	02/14/2025	OPEN PO FY 24-25 FOR DESIEL...	506-4005-43316	106.62
AMAZON CAPITAL SERVICES I...	14PJ-FND9-6VG7	02/14/2025	OFFICE SUPPLIES	506-4005-44606	159.85
AMAZON CAPITAL SERVICES I...	14PJ-FND9-6VG7	02/14/2025	SAW AND EAR PLUGS	506-4005-44607	148.73
NEW MEXICO ONE CALL INC	153011402	02/14/2025	W/WW- NM 811 CALLS FOR L...	506-4005-43770	811.50
SUN VALLEY INC	178581, 178593, 178614, 178...	02/14/2025	OPEN PO FOR JANUARY 2025	506-4005-44607	136.13
AMAZON CAPITAL SERVICES I...	1WYD-TC4T-W7GF	02/14/2025	FILING SUPPLIES FOR REGULAT...	506-4005-44606	13.51
AMAZON CAPITAL SERVICES I...	1Y1M-FM7C-6H9L	02/14/2025	FILING SUPPLIES FOR REGULAT...	506-4005-44606	45.46
VILLAGE OF WILLIAMSBURG	2/10/2025	02/14/2025	SEWER RECEIPTS FY 2024 - 20...	506-4005-48798	3,377.16
CORTEZ GAS COMPANY	263770	02/14/2025	W/WW- PROPANE GAS FOR O...	506-4005-43316	167.34
SIERRA COUNTY SENTINEL	3558	02/14/2025	PUBLIC NOTICE NMED	506-4005-43740	40.64
EUROFINS ENVIRONMENTAL ...	8850005781	02/14/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	216.33
EUROFINS ENVIRONMENTAL ...	8850006912	02/14/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	258.30
EUROFINS ENVIRONMENTAL ...	8850013158	02/14/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	258.30
EUROFINS ENVIRONMENTAL ...	8850013696	02/14/2025	WEEKLY TESTING	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850013699	02/14/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	290.59
EUROFINS ENVIRONMENTAL ...	8850013859	02/14/2025	WEEKLY TESTING	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850013995	02/14/2025	WEEKLY TESTING	506-4005-44605	629.61
EUROFINS ENVIRONMENTAL ...	8850014045	02/14/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	290.59
EUROFINS ENVIRONMENTAL ...	8850014297	02/14/2025	WEEKLY TESTING	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850014432	02/14/2025	WEEKLY TESTING	506-4005-44605	129.15
EUROFINS ENVIRONMENTAL ...	8850014643	02/14/2025	WEEKLY TESTING	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850014687	02/14/2025	WEEKLY TESTING	506-4005-44605	575.79
EUROFINS ENVIRONMENTAL ...	8850014771	02/14/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	290.59
EUROFINS ENVIRONMENTAL ...	8850014776	02/14/2025	LIQUID WASTE TESTING FOR F...	506-4005-44605	215.25
EUROFINS ENVIRONMENTAL ...	8850014916	02/14/2025	WEEKLY TESTING	506-4005-44605	575.79
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	506-4005-41226	153.06
XEROX CORP OLD	022946872	02/21/2025	WASTEWATER XEROX EQUIP...	506-4005-43465	158.20
INTEGRATION & CONTROL SO...	25-031	02/21/2025	SERVICE CALL FOR WWTP	506-4005-47425	3,292.75
CORTEZ GAS COMPANY	259184	02/21/2025	W/WW- PROPANE GAS FOR O...	506-4005-43316	103.20
CORTEZ GAS COMPANY	259676	02/21/2025	W/WW- PROPANE GAS FOR O...	506-4005-43316	13.66
MARLIN LEASING CORPORATI...	40191457	02/21/2025	WASTE WATER OPEN PO FY24...	506-4005-43465	244.10
SILVERSKY INC	520493-SI	02/21/2025	WASTE WATER DEPT OPEN PO...	506-4005-43815	140.12
EUROFINS ENVIRONMENTAL ...	8850013908	02/21/2025	WEEKLY TESTING	506-4005-44605	75.34
MPG SERVICES LLC	9151	02/21/2025	WWTP SERVICE CALL	506-4005-47425	184.48
NEW MEXICO GAS COMPANY ...	02/25/2025	02/28/2025	VACUUM STATION OPEN PO F...	506-4005-43780	36.09
CITY UTILITIES	2/12/2025	02/28/2025	WASTE WATER DEPT OPEN PO...	506-4005-43780	3,335.87
TDS	2/18/2025	02/28/2025	WASTE WATER OPEN PO FY24...	506-4005-43780	434.82
CITY UTILITIES	2/6/2025, 2/13/2025	02/28/2025	WASTE WATER DEPT CYCLE A...	506-4005-43780	1,991.49
JAMES COOKE & HOBSON INC	235872	02/28/2025	HEADWORKS PUMP REPAIR	506-4005-47425	5,566.02
VERIZON WIRELESS	6106084359	02/28/2025	WASTE WATER DEPT OPEN PO...	506-4005-43775	408.14

AP EOM REPORT FEB 2025

Payment Dates: 2/1/2025 - 2/28/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TESTONS FREEWAY CHEVRON	6264	02/28/2025	FUEL FOR WASTE WATER DEP...	506-4005-43316	443.05
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	WASTE WATER DEPT	506-4005-41226	153.62
Fund 506 - WWTP Total:					42,326.23
Fund: 508 - Golf Course					
MASEK ROCKY MOUNTAIN GO...	02-91099	02/07/2025	GOLF CART LEASE FY 24-25 M...	508-4303-43465	979.28
AMAZON CAPITAL SERVICES I...	1TKD-9RKX-49QX	02/07/2025	6" WOOD CHIPPER/MULCHER...	508-4303-44607	2,242.34
MASEK ROCKY MOUNTAIN GO...	253913	02/07/2025	GOLF CART LEASE FY 24-25 M...	508-4303-43465	13.12
SIERRA AUTO PARTS LLC	332126	02/07/2025	OPEN PO SIERRA AUTO/CARQ...	508-4303-44607	25.81
SIERRA AUTO PARTS LLC	332636	02/07/2025	OPEN PO SIERRA AUTO/CARQ...	508-4303-44607	125.80
SIERRA COUNTY SENTINEL	3490	02/07/2025	ADVERTISEMENT IN SIERRA C...	508-4303-43740	355.61
SUN VALLEY INC	178721	02/14/2025	23 FOOT ALUMINUM TElesc...	508-4303-44607	294.49
SUN VALLEY INC	178831, 178937, 178621, 178...	02/14/2025	OPEN PO SUN VALLEY FOR GO...	508-4303-44607	331.73
YAMAHA MOTOR FINANCE C...	861586	02/14/2025	PROPERTY TAX ON YAHMAHA...	508-4303-44607	549.52
NM RETIREE HEALTH CARE	PPE 2025-02-07	02/14/2025	PPE 2025-02-07	508-4303-41226	140.79
COUFAL PRATER EQUIPMENT ...	13493733	02/21/2025	AM135175 BUSHING, AM136...	508-4303-44607	159.15
AMAZON CAPITAL SERVICES I...	1WPH-FJ7W-3KGP	02/21/2025	CHIPS, SODA, GATORADE, CA...	508-4303-44607	37.98
MARLIN LEASING CORPORATI...	40191457	02/21/2025	GOLF COURSE OPEN PO FY24...	508-4303-43465	244.10
COUFAL PRATER EQUIPMENT ...	80547	02/21/2025	AM135175 BUSHING, AM136...	508-4303-44607	847.10
TDS	2/18/2025	02/28/2025	GOLF COURSE OPEN PO FY24/...	508-4303-43780	434.82
CITY UTILITIES	2/6/2025, 2/13/2025	02/28/2025	GOLF COURSE CYCLE A&B OP...	508-4303-43780	848.47
VERIZON WIRELESS	6106084359	02/28/2025	GOLF COURSE OPEN PO FY24/...	508-4303-43775	70.66
NM RETIREE HEALTH CARE	PPE 2025-02-21	02/28/2025	GOLF COURSE	508-4303-41226	107.75
Fund 508 - Golf Course Total:					7,808.52
Fund: 509 - Muni Airport					
TECH 45 AIRPORT MANAGEM...	1120	02/07/2025	MONTHLY MANAGEMENT FEE...	509-4403-48598	20,731.57
SIERRA ELECTRIC COOP INC	80246	02/07/2025	OPEN PO FOR UTILITIES AT AI...	509-4403-43780	1,124.12
WINDSTREAM CORPORATION	02/17-19/2025	02/21/2025	AIRPORT OPEN PO FY24/25	509-4403-43775	449.27
XEROX CORP OLD	022946880	02/21/2025	AIRPORT XEROX EQUIPMENT ...	509-4403-43465	31.58
MARLIN LEASING CORPORATI...	40191457	02/21/2025	AIRPORT OPEN PO FY24/25	509-4403-43465	48.83
VERIZON WIRELESS	6106084359	02/28/2025	AIRPORT OPEN PO FY24/25	509-4403-43775	124.32
TALON SEPTIC & POTTY SERVI...	12120	02/28/2025	PUMP AIRPORT TERMINAL SE...	509-4403-43403	828.13
Fund 509 - Muni Airport Total:					23,337.82
Fund: 600 - Internal Serv					
BORDER RECAPING LLC BMO..	25-0241704-003	02/07/2025	MISC. TIRE WEIGHTS 0.25- 4.0...	600-7003-44607	1,010.87
LAWSON PRODUCTS INC	9312150546	02/07/2025	MISC HYDRAULIC FITTINGS	600-7003-44607	135.98
REEDS TIRE CENTER	15565	02/14/2025	265 70/17	600-7003-47420	680.00
MARLIN LEASING CORPORATI...	40191457	02/21/2025	FLEET DEPT OPEN PO FY24/25	600-7003-43465	73.23
Fund 600 - Internal Serv Total:					1,900.08
Grand Total:					1,491,496.71

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	495,659.95
201 - Corrections	2,860.00
209 - Fire	10,140.90
211 - Law Enforce Prot	11,472.35
214 - Lodgers Tax	95,410.85
216 - Muni Street	5,355.77
294 - State Library	486.82
295 - Muni Pool	272.48
296 - PD GRT	2,090.60
303 - Vet Wall	245.37
304 - Senior Grants	19,995.19
315 - CI Reserve	122,101.61
380 - OTHER STATE FUNDED PROJECTS	567.75
403 - Pledge State	10,516.36
501 - Cemetary	282.17
502 - Util Office - Pool	4,599.17
503 - Electric	423,361.55
504 - Water	23,405.96
505 - Solid Waste	187,299.21
506 - WWTP	42,326.23
508 - Golf Course	7,808.52
509 - Muni Airport	23,337.82
600 - Internal Serv	1,900.08
Grand Total:	1,491,496.71

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	6,003.00
101-1000-43598	PROFESSIONAL SERV-G...	6,476.26
101-1000-43770	SUBSCRIPTION & DUES	1,000.00
101-1001-41226	RETIREE INSURANCE	313.10
101-1001-43465	RENT OF EQUIPMENT	244.10
101-1001-43740	PRINTING/PUBLISHING	147.18
101-1001-43775	TELEPHONE	260.22
101-1001-48599	OTHER CONTRACTUAL S...	4,500.00
101-1003-41226	RETIREE INSURANCE	363.12
101-1003-43465	RENT OF EQUIPMENT	530.49
101-1003-43770	SUBSCRIPTION & DUES	213.30
101-1003-43775	TELEPHONE	340.05
101-1003-44606	OFFICE SUPPLIES	261.49
101-1003-47420	MAINTENANCE VEHICLE...	750.00
101-1004-41226	RETIREE INSURANCE	760.22
101-1004-42720	EMPLOYEE TRAINING-A...	1,387.20
101-1004-43465	RENT OF EQUIPMENT	292.93
101-1004-43740	PRINTING/PUBLISHING	482.59
101-1004-43770	SUBSCRIPTION & DUES	75.00
101-1004-43775	TELEPHONE	252.92
101-1004-44606	OFFICE SUPPLIES	251.74
101-1004-48599	OTHER CONTRACTUAL S...	336.40
101-1006-41226	RETIREE INSURANCE	322.76
101-1006-43316	FUEL	76.66
101-1006-43775	TELEPHONE	110.69
101-1006-44606	OFFICE SUPPLIES	207.99
101-1006-44607	FIELD SUPPLIES	996.23
101-1006-48598	PROFESSIONAL SERVICES	1,815.08
101-1007-41226	RETIREE INSURANCE	2,613.24
101-1007-42720	EMPLOYEE TRAINING-P...	175.00

Account Summary

Account Number	Account Name	Payment Amount
101-1007-43316	FUEL	8,347.71
101-1007-43465	RENT OF EQUIPMENT	802.67
101-1007-43740	PRINTING/PUBLISHING	177.80
101-1007-43770	SUBSCRIPTION & DUES	105.00
101-1007-43775	TELEPHONE	1,878.03
101-1007-43815	SOFTWARE	110.00
101-1007-47420	MAINTENANCE VEHICLE...	2,112.02
101-1008-41226	RETIREE INSURANCE	245.39
101-1008-43316	FUEL	608.48
101-1008-43775	TELEPHONE	271.67
101-1009-41226	RETIREE INSURANCE	137.19
101-1009-42620	UNIFORMS/LINEN-MUNI...	153.46
101-1009-43316	FUEL	1,399.41
101-1009-43465	RENT OF EQUIPMENT	1,244.10
101-1009-43770	SUBSCRIPTION & DUES	250.00
101-1009-43775	TELEPHONE	136.09
101-1009-44607	FIELD SUPPLIES-MUNI R...	19,482.51
101-1009-47415	MAINTENANCE--REPAIRS..	7,960.14
101-1010-41226	RETIREE INSURANCE	201.32
101-1010-43770	SUBSCRIPTION & DUES	975.38
101-1010-43775	TELEPHONE	49.48
101-1010-48598	PROFESSIONAL SERVICES	11,899.37
101-1011-41226	RETIREE INSURANCE	618.62
101-1011-43775	TELEPHONE	201.29
101-1012-41226	RETIREE INSURANCE	311.42
101-1012-42620	UNIFORM/LINEN-FLEET...	1,201.46
101-1012-43316	FUEL	426.37
101-1012-43775	TELEPHONE	185.95
101-1012-44607	FIELD SUPPLIES-FLEET M...	571.78
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	FUEL	282.22
101-1014-41226	RETIREE INSURANCE	412.06
101-1014-43316	FUEL	777.13
101-1014-43403	REGULAR BUILDING MA...	1,657.08
101-1014-43465	RENT OF EQUIPMENT	73.23
101-1014-43775	TELEPHONE	111.86
101-1014-44607	FIELD SUPPLIES-FACILITY...	240.54
101-1014-44615	SAFETY EQUIPMENT	220.00
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1016-41226	RETIREE INSURANCE	424.80
101-1017-48599	OTHER CONTRACTUAL S...	45,621.07
101-1018-43780	UTILITIES	11,339.68
101-1018-43815	SOFTWARE LIC/SOFTWA...	1,821.62
101-1018-46733	VEHICLE INSURANCE	322,750.00
101-1018-48596	AUDIT CONTRACT	8,282.49
101-1018-48598	PROFESSIONAL SERVICES	7,389.68
101-1099-34343	ANIMAL POUND FEES	25.00
101-1099-34348	RENT OF PUBLIC FACILIT...	400.00
201-1903-48710	CARE OF PRISONERS-CO...	2,860.00
209-1603-43316	FUEL	158.06
209-1603-43465	RENT OF EQUIPMENT	500.01
209-1603-43775	TELEPHONE	255.02
209-1603-43780	UTILITIES	1,159.57
209-1603-44615	SAFETY EQUIPMENT	1,663.67
209-1603-47415	MAINTENANCE--REPAIRS..	471.43
209-1603-47420	MAINTENANCE VEHICLE...	5,933.14
211-2003-42535	EMPLOYEE TRAINING	985.00
211-2003-44573	UNIFORM & EQUIPMENT	181.89

Account Summary

Account Number	Account Name	Payment Amount
211-2003-44613	NON-CAPITAL ITEMS	10,305.46
214-2503-47406	PROMOTIONAL/ADVERT...	71,642.86
214-2540-44613	NON-CAPITAL EQUIPME...	17,768.96
214-2540-60725	SUB-RECIPIENTS (40%)	1,179.72
214-2560-60725	SUB-RECIPIENTS (60%)	4,819.31
216-4503-42620	UNIFORM LINEN-MUNI ...	124.77
216-4503-43316	FUEL	2,961.66
216-4503-43465	RENT OF EQUIPMENT	198.07
216-4503-44615	SAFETY EQUIPMENT	739.84
216-4503-47420	MAINT.VEHICLE/FURN/...	1,331.43
294-5003-43465	RENT OF EQUIPMENT	317.33
294-5003-43775	TELEPHONE	169.49
295-4803-41226	RETIREE INSURANCE	80.20
295-4803-43465	RENT OF EQUIPMENT	48.83
295-4803-43775	TELEPHONE	110.16
295-4803-43780	UTILITIES-MUNI POOL	33.29
296-2403-48598	PROFESSIONAL SERVICES	990.60
296-2403-80805	BUILDINGS & STRUCTUR...	1,100.00
303-4703-43775	TELEPHONE	245.37
304-4903-43403	REGULAR BUILDING MA...	19,995.19
315-7027-48598	Professional Serv/Contra...	118,659.73
315-8010-48598	Professional Serv/Contra...	3,441.88
380-7033-44607	Supplies/Equipment	567.75
403-1203-90910	DEBT SERVICE INTEREST	10,516.36
501-1803-43780	UTILITIES	282.17
502-3601-41226	RETIREE INSURANCE	394.66
502-3601-42720	Employee Training & Tra...	157.15
502-3601-43465	RENT OF EQUIPMENT	667.95
502-3601-43740	PRINTING/PUBLISHING	2,388.52
502-3601-43775	TELEPHONE	193.49
502-3601-44606	OFFICE SUPPLIES	797.40
503-3702-41226	RETIREE INSURANCE	842.26
503-3702-42620	UNIFORM/LINEN-ELECTR..	128.94
503-3702-43316	FUEL	2,369.03
503-3702-43465	RENT OF EQUIPMENT	122.06
503-3702-43770	SUBSCRIPTION & DUES	1,630.00
503-3702-43775	TELEPHONE	248.32
503-3702-43780	UTILITIES	1,437.72
503-3702-43815	SOFTWARE LIC/SOFTWA...	140.12
503-3702-44606	OFFICE SUPPLIES	39.98
503-3702-44607	FIELD SUPPLIES	25,748.77
503-3702-44615	SAFETY EQUIPMENT	229.53
503-3702-47415	MAINTENANCE--REPAIRS..	1,395.06
503-3702-47420	MAINTENANCE-VEHICLE...	206.76
503-3702-48596	AUDIT CONTRACT	5,732.19
503-3702-48598	PROFESSIONAL SERVICES	1,288.44
503-3702-50795	WHOLESALE POWER CO...	381,802.37
504-3803-41226	RETIREE INSURANCE	603.80
504-3803-42620	UNIFORM/LINEN-WATER..	235.74
504-3803-42720	EMPLOYEE TRAINING-W...	30.00
504-3803-43316	FUEL	3,852.36
504-3803-43465	RENT OF EQUIPMENT	48.83
504-3803-43770	SUBSCRIPTION/DUES	811.50
504-3803-43775	TELEPHONE	262.88
504-3803-43780	UTILITIES	1,183.05
504-3803-43797	WATER CONSERVATION...	957.06
504-3803-43815	SOFTWARE LIC/SOFTWA...	140.12
504-3803-44606	OFFICE SUPPLIES	58.96

Account Summary

Account Number	Account Name	Payment Amount
504-3803-44607	FIELD SUPPLIES-WATER ...	8,921.04
504-3803-48596	AUDIT CONTRACT	5,732.19
504-3803-48598	PROFESSIONAL SERVICES	568.43
505-3904-41226	RETIREE INSURANCE	1,165.24
505-3904-43316	FUEL	3,958.00
505-3904-43465	RENT OF EQUIPMENT	152.24
505-3904-43770	SUBSCRIPTION & DUES	200.00
505-3904-43775	TELEPHONE	157.00
505-3904-43780	UTILITIES	731.34
505-3904-43815	SOFTWARE LIC/SOFTWA...	140.12
505-3904-44607	FIELD SUPPLIES-SOLID ...	5,249.43
505-3904-44615	SAFETY EQUIPMENT	164.95
505-3904-45601	WASTE DISPOSAL	135,889.88
505-3904-47420	MAINTENANCE-VEHICLE...	1,181.26
505-3904-48596	AUDIT CONTRACT	5,732.19
505-3904-48598	PROFESSIONAL SERVICES	568.44
505-3904-48599	OTHER CONTRACTUAL S...	32,009.12
506-4005-41226	RETIREE INSURANCE	306.68
506-4005-43316	FUEL	2,035.95
506-4005-43465	RENT OF EQUIPMENT	402.30
506-4005-43740	PRINTING/PUBLISHING	40.64
506-4005-43770	SUBSCRIPTION & DUES	811.50
506-4005-43775	TELEPHONE	408.14
506-4005-43780	UTILITIES	5,798.27
506-4005-43815	SOFTWARE LIC/SOFTWA...	140.12
506-4005-44605	CHEMICALS/LABORATO...	5,215.51
506-4005-44606	OFFICE SUPPLIES	218.82
506-4005-44607	FIELD SUPPLIES-WASTE...	1,828.31
506-4005-47415	MAINTENANCE--REPAIRS..	6,398.95
506-4005-47425	OTHER MAINTENANCE-...	9,043.25
506-4005-48596	AUDIT CONTRACT	5,732.19
506-4005-48598	PROFESSIONAL SERVICES	568.44
506-4005-48798	VILLAGE OF WILLIAMSB...	3,377.16
508-4303-41226	RETIREE INSURANCE	248.54
508-4303-43465	RENT OF EQUIPMENT	1,236.50
508-4303-43740	PRINTING/PUBLISHING	355.61
508-4303-43775	TELEPHONE	70.66
508-4303-43780	UTILITIES	1,283.29
508-4303-44607	FIELD SUPPLIES	4,613.92
509-4403-43403	REGULAR BUILDING MA...	828.13
509-4403-43465	RENT OF EQUIPMENT	80.41
509-4403-43775	TELEPHONE	573.59
509-4403-43780	UTILITIES	1,124.12
509-4403-48598	PROFESSIONAL SERVICES	20,731.57
600-7003-43465	RENT OF EQUIPMENT	73.23
600-7003-44607	FIELD SUPPLIES	1,146.85
600-7003-47420	MAINTENANCE-VEHICLE...	680.00
Grand Total:		1,491,496.71

Project Account Summary

Project Account Key	Payment Amount
None	1,491,496.71
Grand Total:	1,491,496.71

Accounts Payable Transfer Sheet - 2024 - 2025 FY
Post Date Ending: 2/7, 2/10, 2/14, 2/21, 2/28

<u>Fund</u>	<u>Fund</u> <u>Description</u>	<u>Fund Totals</u>					<u>GRAND TOTAL</u> <u>TRANSFERS</u>	<u>Fund</u> <u>Numbers</u>
		2/7/2025	2/10/2025	2/14/2025	2/21/2025	2/28/2025		
101	General	\$42,123.09		\$31,428.04	\$332,668.06	\$89,440.76	\$495,659.95	101
201	Local Government Corrections					\$2,860.00	\$2,860.00	201
209	State Fire	\$122.92			\$8,694.25	\$1,323.73	\$10,140.90	209
211	Law Enforcement Protection	\$71.40		\$445.00	\$110.49	\$10,845.46	\$11,472.35	211
214	Lodger's Tax	\$466.67		\$24,279.27	\$66,164.91	\$4,500.00	\$95,410.85	214
216	Street Renovation	\$842.19		\$2,782.52	\$346.59	\$1,384.47	\$5,355.77	216
217	Municipal Recreation						\$0.00	217
260	Fiscal Recovery Funds						\$0.00	260
294	State Library				\$317.33	\$169.49	\$486.82	294
295	Municipal Pool			\$40.10	\$48.83	\$183.55	\$272.48	295
296	PD-GRT Fund	\$1,100.00		\$123.60	\$867.00		\$2,090.60	296
298	PD-Donations						\$0.00	298
302	Electrical Construction						\$0.00	302
303	Veterans Memorial				\$245.37		\$245.37	303
304	SJOA - Grants				\$19,995.19		\$19,995.19	304
305	Capital Improvement General						\$0.00	305
306	Capitlal Improvement Joint Utility						\$0.00	306
307	Golf Course Improvements						\$0.00	307
308	USDA -Sweeper						\$0.00	308
309	USDA-Wastewater						\$0.00	309
310	R&R-Emergency						\$0.00	310
311	R&R-Sewer						\$0.00	311
312	R&R-Airport						\$0.00	312
313	R&R-Water						\$0.00	313
314	CDBG - Grant						\$0.00	314
315	CI Reserve- Non Capital Equipment	\$118,659.73		\$3,441.88			\$122,101.61	315
316	Emergency Reserve						\$0.00	316
320	USDA Water System.Improvements						\$0.00	320
321	Water System Improvements						\$0.00	321
360	NMFA Projects						\$0.00	360
370	Water Trust Board Projects						\$0.00	370
380	Community Development			\$83.09		\$484.66	\$567.75	380
403	Pledge State Tax	\$45.89	\$5,388.32			\$5,082.15	\$10,516.36	403
501	Cemetery					\$282.17	\$282.17	501
502	Utility Office			\$734.76	\$3,316.44	\$547.97	\$4,599.17	502
503	Electric Dept	\$8,630.48		\$338,279.93	\$73,151.42	\$3,299.72	\$423,361.55	503
504	Water Dept	\$13,599.18		\$3,723.32	\$2,888.30	\$3,195.16	\$23,405.96	504
505	Solid Waste	\$88,078.12		\$4,540.62	\$724.92	\$93,955.55	\$187,299.21	505
506	WasteWater	\$9,031.49		\$16,713.79	\$4,211.85	\$12,369.10	\$42,326.23	506
507	Solid Waste Landfill/Collection						\$0.00	507
508	Golf Course	\$3,741.96		\$1,316.53	\$1,288.33	\$1,461.70	\$7,808.52	508
509	Municipal Airport	\$21,855.69			\$529.68	\$952.45	\$23,337.82	509
600	Internal Service Fund	\$1,146.85		\$680.00	\$73.23		\$1,900.08	600
	Grand Total-Accounts Payable	\$309,515.66	\$5,388.32	\$428,612.45	\$515,642.19	\$232,338.09	\$1,491,496.71	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: E.5

SUBJECT: Purchase report of items between \$20,000 and \$60,000

DEPARTMENT: [Click here to enter text.](#)

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: [Click here to enter text.](#)

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Review of purchases between \$20,000 and \$60,000.

Recommendation:

Review of purchases between \$20,000 and \$60,000.

Attachments:

• -
-

Fiscal Impact (Finance): [Choose an item.](#)

-

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-12-25

[illegible]



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: F.1

SUBJECT: Resolution No. 33 24/25 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

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

Recommendation:

Approval Resolution No. 33 24/25 Final Budget Adjustment Requests for Fiscal Year 2024-2025

Attachments:

- Resolution No 33 24/25
- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 3-12-25



RESOLUTION NO. 33 24/25

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2024-2025.

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

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2024-2025; and

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

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

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

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

PASSED, ADOPTED and APPROVED this **12th day of March, 2025**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2024-25 3/12/2025
DFA Resolution Number: 33 24/25
BAR NUMBER: 10

For Local Government Division use only:

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTED BUDGET	PURPOSE
1	101	101-1009-44607	GF Parks -Field Supplies	Expense	\$ 82,400.00	\$ 20,000	\$ 102,400	Ballfield supplies for All Star
							\$ -	
2	304	304-7046-32314	SJOA-State Grant	Revenue	\$ -	\$ 50,000	\$ 50,000	SJOA Grant Agreement A2412022 to purchase & equip vehicles
2	304	304-7046-80810	SJOA-Equipment Vehicle Grant	Expense	\$ -	\$ 50,000	\$ 50,000	SJOA Grant Agreement A2412022 to purchase & equip vehicles
2	304	304-7046-39935	SJOA- Transfer In	Revenue	\$ -	\$ 50,000	\$ 50,000	SJOA Grant Agreement A2412022 to purchase & equip vehicles
2	101	101-1099-49930	GF- Transfer Out	Expense	\$ 2,226,229.00	\$ 50,000	\$ 2,276,229	SJOA Grant Agreement A2412022 to purchase & equip vehicles
2	101	101-1099-39935	GF-Transfer In	Revenue	\$ 1,651,823.00	\$ 50,000	\$ 1,701,823	SJOA Grant Agreement A2412022 to purchase & equip vehicles
2	304	304-7046-49930	SJOA- Transfer Out	Expense	\$ -	\$ 50,000	\$ 50,000	SJOA Grant Agreement A2412022 to purchase & equip vehicles
3	315	315-8010-80860	Parks-Infrastructure	Expense	\$ -	\$ 322,875	\$ 322,875	Ralph Edward's Park River Improv. Shade Structures RFP#23-24-008
3	315	315-8010-45600	Parks- Entity Match	Expense	\$ -	\$ 162,641	\$ 162,641	Ralph Edward's Park River Improv. Shade Structures RFP#23-24-008
							\$ -	
4	101	101-1006-45607	Animal Shelter Donation Exp	Expense	\$ -	\$ 6,988	\$ 6,988	Donations Received for Animal Shelter Needs
							\$ -	
5	299	299-7047-32375	PD- JAG Grant 23-JAG-TORCC-SFY25	Revenue	\$ -	\$ 31,930	\$ 31,930	JAG Grant 23-JAG-TORCC-SFY25 to purchase radar equipment for police units
5	299	299-7047-44607	PD- JAG Grant 23-JAG-TORCC-SFY25	Expense	\$ -	\$ 31,930	\$ 31,930	JAG Grant 23-JAG-TORCC-SFY25 to purchase radar equipment for police units
							\$ -	
6	360	360-7048-32700	WTR-NMFA WPF-6323 Grant	Revenue	\$ -	\$ 14,400,000	\$ 14,400,000	NMFA WPF-6323 Design & Construction Waterline Replacement 10% Loan \$1,600,000 / 90% Grant \$14,400,000
6	360	360-7048-38387	WTR-NMFA WPF-6323 Loan Proceeds	Revenue	\$ -	\$ 1,600,000	\$ 1,600,000	NMFA WPF-6323 Design & Construction Waterline Replacement 10% Loan \$1,600,000 / 90% Grant \$14,400,000
6	360	360-7048-80860	WTR-NMFA WPF-6323 Grant Infrastructure	Expense	\$ -	\$ 16,000,000	\$ 16,000,000	NMFA WPF-6323 Design & Construction Waterline Replacement 10% Loan \$1,600,000 / 90% Grant \$14,400,000
6	360	360-7048-39935	WTR-Transfer In	Revenue	\$ -	\$ 16,000,000	\$ 16,000,000	NMFA WPF-6323 Design & Construction Waterline Replacement 10% Loan \$1,600,000 / 90% Grant \$14,400,000
6	315	315-9003-49930	CI-Transfer Out	Expense	\$ 4,961,908	\$ 16,000,000	\$ 20,961,908	NMFA WPF-6323 Design & Construction Waterline Replacement 10% Loan \$1,600,000 / 90% Grant \$14,400,000
6	315	315-9003-39935	CI-Transfer In	Revenue	\$ 4,662,300	\$ 16,000,000	\$ 20,662,300	NMFA WPF-6323 Design & Construction Waterline Replacement 10% Loan \$1,600,000 / 90% Grant \$14,400,000
6	360	360-7048-49930	WTR-Transfer Out	Expense	\$ -	\$ 16,000,000	\$ 16,000,000	NMFA WPF-6323 Design & Construction Waterline Replacement 10% Loan \$1,600,000 / 90% Grant \$14,400,000
							\$ -	

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

7	403	403-1203-90910	Debt Serv-Interest	Expense	\$ 408,522	\$ 1,267	\$ 409,789	NMFA WPF-6323 Debt Interest Payment
7	403	403-1203-39935	Debt Serv-Transfer In	Revenue	\$ 1,287,913	\$ 1,267	\$ 1,289,180	NMFA WPF-6323 Debt Interest Payment
7	315	315-9003-49930	Transfer Out	Expense	\$ 4,961,908	\$ 1,267	\$ 4,963,175	NMFA WPF-6323 Debt Interest Payment
							\$	
8	304	304-7049-32314	SJOA-State Grant	Revenue	\$ -	\$ 60,883	\$ 60,883	SJOA Grant Agreement A2412021 to purchase & equip vehicles
8	304	304-7049-80810	SJOA-Equipment Vehicle Grant	Expense	\$ -	\$ 60,883	\$ 60,883	SJOA Grant Agreement A2412021 to purchase & equip vehicles
8	304	304-7049-39935	SJOA- Transfer In	Revenue	\$ -	\$ 60,883	\$ 60,883	SJOA Grant Agreement A2412021 to purchase & equip vehicles
8	101	101-1099-49930	GF- Transfer Out	Expense	\$ 2,226,229.00	\$ 60,883	\$ 2,287,112	SJOA Grant Agreement A2412021 to purchase & equip vehicles
8	101	101-1099-39935	GF-Transfer In	Revenue	\$ 1,651,823.00	\$ 60,883	\$ 1,712,706	SJOA Grant Agreement A2412021 to purchase & equip vehicles
8	304	304-7049-49930	SJOA- Transfer Out	Expense	\$ -	\$ 60,883	\$ 60,883	SJOA Grant Agreement A2412021 to purchase & equip vehicles
9	312	312-7050-31375	R&R Airport - State Grants	Revenue	\$ -	\$ 146,489	\$ 146,489	TCS-25-01 #AVA1629 NMDOT Aviation (NM State Funding for Apron Project)
9	312	312-7050-47415	R&R Airport - Grounds & Roadways	Expense	\$ -	\$ 146,489	\$ 146,489	TCS-25-01 #AVA1629 NMDOT Aviation (NM State Funding for Apron Project)
9	312	312-7050-39935	R&R Airport -Transfer In	Revenue	\$ -	\$ 146,489	\$ 146,489	TCS-25-01 #AVA1629 NMDOT Aviation (NM State Funding for Apron Project)
9	101	101-1099-49930	GF- Transfer Out	Expense		\$ 146,489	\$ 146,489	TCS-25-01 #AVA1629 NMDOT Aviation (NM State Funding for Apron Project)
9	101	101-1099-39935	GF Transfer In	Revenue		\$ 146,489	\$ 146,489	TCS-25-01 #AVA1629 NMDOT Aviation (NM State Funding for Apron Project)
9	312	312-7050-49930	R&R Airport -Transfer Out	Expense	\$ -	\$ 146,489	\$ 146,489	TCS-25-01 #AVA1629 NMDOT Aviation (NM State Funding for Apron Project)

ATTEST:

Angela Torres, Clerk-Treasurer

(Date)

Rolf Hechler, Mayor

(Date)

Column A: Enter the Resolution Number;
Column B: Enter the FUND Number affected;
Column C: Enter REVENUE, EXPENDITURE or TRANSFER TO or TRANSFER FROM;
Column D: Enter APPROVED BUDGET;
Column E: Enter ADJUSTMENT INCREASE (+), DECREASE (-);
Column F: Enter ADJUSTED BUDGET;
Column G: Enter PURPOSE.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: F.2

SUBJECT: Resolution 34 24/25 Confirming the City of Truth or Consequences to Participate in The New Mexico Department of Transportation Municipal Arterial Program Local Government Road Fund Program

DEPARTMENT: Community Development

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: [Click here to enter text.](#)

Summary/Background:

The City received MAP funds in 24/25 for design of Pershing St. from Main St. to 2nd St. and 2nd St. from Pershing St. to Date St. This application will request construction funds. Resolution is required to submit application. MAP funds require 25% local and/or in-kind match. NMDOT may award all or part of project funding. Award must be accepted by Resolution and Resolution of acceptance can include a request for waiver of the match.

Recommendation:

Approve Resolution 34 24/25 for application submission

Attachments:

- Resolution 34 24/25
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 3-12-25

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoepfner
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:

Rolf Hechler, Mayor

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: F.3

SUBJECT: Resolution No. 35 24/25 Supporting the City of Elephant Butte Resolution to urge the New Mexico Legislature to adopt a minimum pool for Elephant Butte Lake to protect the Ecosystem.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

This resolution is in support of the City of Elephant Butte's Resolution that they adopted on February 12, 2025, to request that the New Mexico Legislature adopt a minimum pool for Elephant Butte Lake to protect the Ecosystem.

Recommendation:

Approval of Resolution No. 35 24-25.

Attachments:

- Resolution No. 35 24-25

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): Yes

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. 35 24-25 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-12-25



RESOLUTION NO. 35 24/25

A RESOLUTION SUPPORTING THE CITY OF ELEPHANT BUTTE RESOLUTION TO URGE THE NEW MEXICO LEGISLATURE TO ADOPT A MINIMUM POOL FOR ELEPHANT BUTTE LAKE TO PROTECT THE ECOSYSTEM

WHEREAS, the Governing Body of the City of Elephant Butte and the City of Truth or Consequences feels that Elephant Butte Lake is a key component as a vital resource for our community, supporting recreational activities, tourism, economic growth, and most importantly ecological growth and sustainability; and

WHEREAS, the City of Elephant Butte supports the reservoir maintaining a minimum conservation pool of 113,196-acre feet or 5.7% of the reservoir's capacity. By storing a minimum of 5.7% of capacity this will maintain the lake's water level at 4,300 feet; and

WHEREAS, the Elephant Butte Lake supports ecological functions, such as maintaining instream flows, preserving aquatic organisms and their habitats, and protecting downstream ecosystems; and

WHEREAS, It has long been suspected that the large water-level fluctuations experience at Elephant Butte Lake were harmful to the fishery and ecosystem. As annual spring flows diminish, the water cycle of the reservoir suffers fluctuations detrimental to the nest-building strategies of fish, other aquatic organisms, as well as some wildlife. These fluctuations increase disease and adversely affect their mortality, particularly in bass and bluegill spawns. It kills aquatic vegetations and interrupts the native natural vegetation propagation. There is an increase in erosion and sedimentation; and

WHEREAS, Anoxia, a combination of warm water temperatures and low water levels, has historically caused large numbers of fish mortality in Elephant Butte Lake. Lakes with critically low water and elevated temperatures have decreased oxygen available for life, thus triggering large-scale fish die-offs. August 10, 2018, it was noted by the New Mexico Department of Game and Fish that several lakes including Elephant Butte Lake were experiencing fish die-offs caused by recent weather patterns. At this time the Elephant Butte Lake was at or below the recommended minimum pool level of 5.7% for 162 days straight; and

WHEREAS, numerous organizations, including the City of Elephant Butte and the City of Truth or Consequences support securing water to sustain the lake's ecosystem, preventing an ecological disaster at the lake, and creating a strategic water reserve to protect New Mexico's future.

NOW THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES ACKNOWLEDGES THAT THE CITY OF ELEPHANT BUTTE WILL BE CONDUCTING THE FOLLOWING ACTIVITIES:

1. The New Mexico Legislature is urged to adopt legislation establishing a minimum pool for Elephant Butte Lake, ensuring that its water level never falls below 5.7%.
2. The minimum pool should be based on sound scientific and ecological principles, balancing the needs of irrigation, recreation, and environmental sustainability.
3. The City of Elephant Butte will actively engage with State Representatives, Senators, and other stakeholders to advocate for the adoption of this minimum pool.
4. The City of Elephant Butte City Clerk is directed to transmit a copy of this resolution to the New Mexico Legislature, Governor's Office, and relevant state agencies.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Truth or Consequences on this 12th day of March 2025.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.1

SUBJECT: MEDICAL GRANT FROM BEST FRIENDS

DEPARTMENT: ANIMAL SHELTER

DATE SUBMITTED: March 4, 2025

SUBMITTED BY: TARA MANNING

WHO WILL PRESENT THE ITEM: TARA MANNING, ANIMAL SHELTER SUPERVISOR

Summary/Background:

THE BEST FRIENDS MEDICAL GRANT WILL BE ABLE TO GIVE MEDICAL ASSISTANCE TO VULNERABLE ANIMALS IN THE SHELTER, SUCH AS KITTEN WITH UPPER RESPIROTY INFECTIONS, PUPPIES WITH PARVOVIRUS, AND OTHER TREATABLE CONDITIONS.

Recommendation:

APPROVE BEST FRIENDS MEDICAL GRANT

Attachments:

- BEST FRIENDS ANIMAL SOCIETY MEDICAL AGREEMENT

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 3-12-25



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BEST FRIENDS ANIMAL SOCIETY GRANT AGREEMENT

BACKGROUND

Best Friends Animals Society ("BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific projects and/or needs.

Recipient (defined below) is a 501(c)(3) nonprofit animal welfare organization or a municipal shelter ("Recipient") and has been selected to receive a one-time grant (the "Grant") for the purposes set forth below. Each party shall be referred to herein individually as a "Party," and collectively as the "Parties."

This grant agreement ("Agreement") will govern the terms of the Grant. The Parties hereby agree to the following terms and conditions as of the date of the last signature below (the "Effective Date").

AGREEMENT

Section 1. Identification of Recipient, Grant Amount and Term

Full Legal Name of Recipient Organization: Truth or Consequences Animal Shelter ("Recipient")

EIN #: 85-6000144

This is a one-time grant in the amount of: \$12,500

Grant funds will be disbursed pursuant to the terms of this Agreement, upon (a) the execution of this Agreement by both Parties, (b) receipt by BFAS of this executed Agreement, and (c) receipt by BFAS of Recipient's [IRS Form W9](#).

The term of this Agreement, unless terminated pursuant to Section 6 below will be from the Effective Date through September 30, 2025 (the "Grant Period").

Recipient acknowledges that BFAS and its representatives have made no actual or implied promise of funding except for the amount specified in this Agreement.

Section 2. Use of Grant Funds

Recipient agrees to use the Grant for the program or project as described below and for no other purposes.

Recipient agrees that grant funding is provided to achieve: Medical treatment for vulnerable animals in the shelter with a focus on upper respiratory infections, parvovirus, and other treatable medical conditions which are impacting the save rate of the shelter. Grant funding may also cover the cost

of spay for a female dog whose puppies are surrendered to the shelter when the owner wants to retain custody of the female dog. Funding should be focused on animals that will assist in the Recipient achieving a 90% or higher live release rate or closing the lifesaving gap of at least 21 animals, whichever is greater.

Section 3. Grant Reports

Recipient agrees to provide monthly grant reports using forms provided by Best Friends outlining the use of the Grant funds until all funds have been spent. These grant reports will include the lifesaving impacted by the grant including an itemized account of how the funds have been spent, which animals received medical care from the funds, the number of cats and dogs positively impacted and examples of successes. With the final grant report, Recipient will provide any relevant success stories of animals helped through the program, or descriptions of how the Grant has impacted the target community. BFAS reserves the right to request detailed documentation on how the Grant funds were spent (including receipts if requested).

Recipient agrees that it will fulfill all reporting requirements necessary for participating in the Network Partner program including monthly reporting in Shelter Animals Count (for organizations that take in animals), and annual statistics reports as requested. Recipient understands that this overall data reporting is separate from the grant reports and is a requirement for continued participation in all promotions, events, and grant opportunities offered by the Network Partner program.

Section 4. Grant Branding Terms and Promotion

Recipient shall cooperate with BFAS regarding the promotion of the Grant. All press, news, or other media releases and other forms of publicity relating to the Grant, including web-based communications and social media posts must be pre-approved by BFAS. Any such publicity efforts proposed by Recipient shall acknowledge the participation of BFAS and shall be submitted by Recipient to Recipient's appointed contact at BFAS for review and approval not less than 5 business days in advance of the proposed dissemination date. Materials may not be disseminated without the express approval of BFAS. This provision shall apply only to promotion of the BFAS and not to other efforts carried out by Recipient.

Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the Grant and identifying Recipient by name. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends staff, including but not limited to BFAS volunteer team leaders, and news or magazine writers in the production of such news content.

Neither Party may use each other's logos, trademarks, or other intellectual property without express written permission.

Section 4. Grant Recipient Representations and Warranties

Recipient represents and warrants as follows:

- A. Recipient is a qualified 501(c)(3) entity or government organization and is and will continue to be a BFAS Network Partner during the Term of this Agreement;
- B. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same;

- C. There are no claims, investigations or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

Section 5. Grant Restrictions

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 6. Termination by Best Friends

BFAS may immediately terminate this Agreement without penalty or any further obligation. Such event shall not constitute an event of default. All obligations of BFAS will cease upon the date of termination.

Section 7. Photo, Video, Digital and Audio Release

Recipient grants to BFAS permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the Grant. Recipient grants to BFAS the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by BFAS or its employees, contractors or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by BFAS in its sole discretion including for identification purposes, to promote or report about BFAS events, activities and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of the Grant Period.

Recipient further agrees not to make any claim against BFAS or its employees, contractors or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this agreement releases and forever discharges BFAS from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Section 9. Non Disparagement

Recipient agrees not to disparage BFAS during the Grant Period and for three years following the last disbursement of funds from BFAS to Recipient.

Section 10. Release

Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the Grant and its receipt of grant funds. Recipient agrees BFAS and its directors, officers, employees, representatives, agents, successors and assigns are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the program. Recipient releases BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to this Grant.

Recipient understands this Agreement discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant. Recipient releases BFAS and discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for BFAS' own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant.

Section 11. Indemnity Agreement

Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agrees to indemnify and hold BFAS harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of actions or omissions related to the program or this Grant. This includes lone acts or omissions by Recipient as well as the combined acts of Recipient with others

Section 12. Proprietary Information

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to BFAS business, including, but not limited to, any network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to BFAS proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees in the event Recipient learns of or comes into possession of any BFAS proprietary information, Recipient will notify BFAS and return said information. Recipient agrees that it will not sue, supply or disclose any Proprietary Information it happens to learn of to any third party.

Section 13. Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases and indemnity agreement are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non Disparagement clause survives for three years following the last disbursement of funds

from BFAS to Recipient.

Section 14. Other Terms

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient expressly agrees the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between BFAS and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Any disputes arising out of or related to this Agreement will be resolved in a Utah State Court of competent jurisdiction in Kane County, Utah.

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Truth or Consequences Animal Shelter

By:
Printed Name: Rolf Hechler
Title:
Date:

Best Friends Animal Society

By:
Printed Name:
Title:
Date:



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.2

SUBJECT: Discussion/Action: Recommendation of approval from Planning and Zoning Commission of a Special Use/Variance Request at 320 Marr Street

DEPARTMENT: Community Development

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: [Click here to enter text.](#)

Summary/Background: The applicant is requesting to build 2 tiny homes at 320 Marr St. approximately 400sf each unit. A Special Use/Variance Request is needed pertaining to Development Standards as the current code does not identify tiny homes. Property is in the R-3 District. The R-3 District is intended to accommodate multiple family dwelling units and accessory structures and uses. This District also permits one- and two-family homes, modular homes, and manufactured homes. Required Minimum Dwelling Unit sizes are as follows:

Single Family – 700 sf.; Two-Family - 500 sf.; multi-family – 450 sf.; MH – 550 sf.; Apartments 400 sf.

A public hearing was held at the Planning and Zoning Commission meeting on 2-8-2025, 1 proponent, no opponents. The P & Z Commission recommended approval 3-1.

Recommendation:

Review Recommendation from P & Z and issue final determination

Attachments:

- P & Z Packet
- Draft Minutes

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 3-12-25



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 2-18-2025

ITEM:

Special Use/Variance Request at 320 Marr Street. The applicant is requesting to build 2 tiny homes at this location. A Special Use/Variance Request is needed pertaining to Development Standards as the current code does not identify tiny homes.

BACKGROUND:

Applicant would like to develop the property with placement of 2 tiny homes approximately 399 square feet. Homes are prefab “park model homes”. Property is in the R-3 District. All property owners within one hundred (100) feet have been notified. Applicable application and fees have been submitted.

SUPPORT INFORMATION:

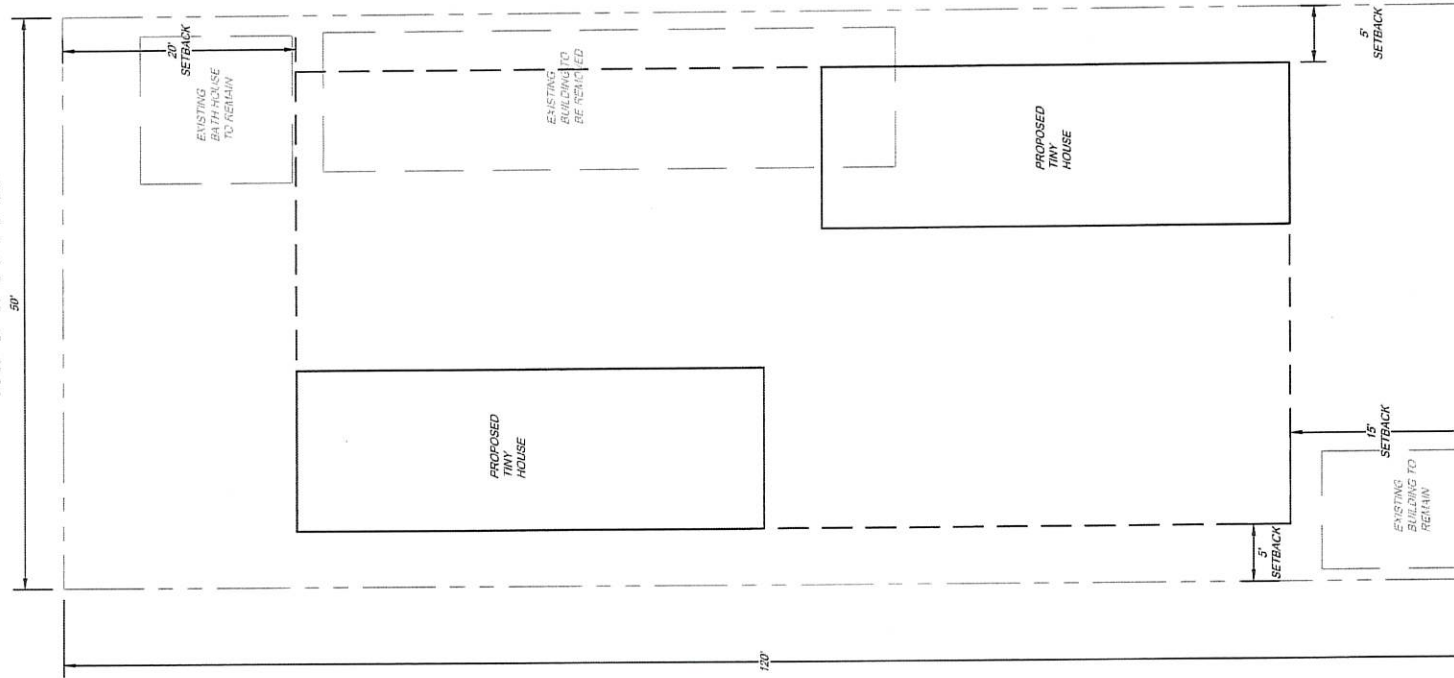
- Proposed Site Plans
- Picture – EXAMPLE
- Code References
- 7 Findings of Facts Checklist

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.org	Phone: 575-952-0565	



Know what's below.
Call before you dig.

MARR AVE



SITE PLAN

LOT 6&7 Block 40 Palomas Hot Springs

XX% FOR
REVIEW
ONLY

January 8, 2025

PROJECT NO./CODE
20250001
bhincode
SHEET NUMBER

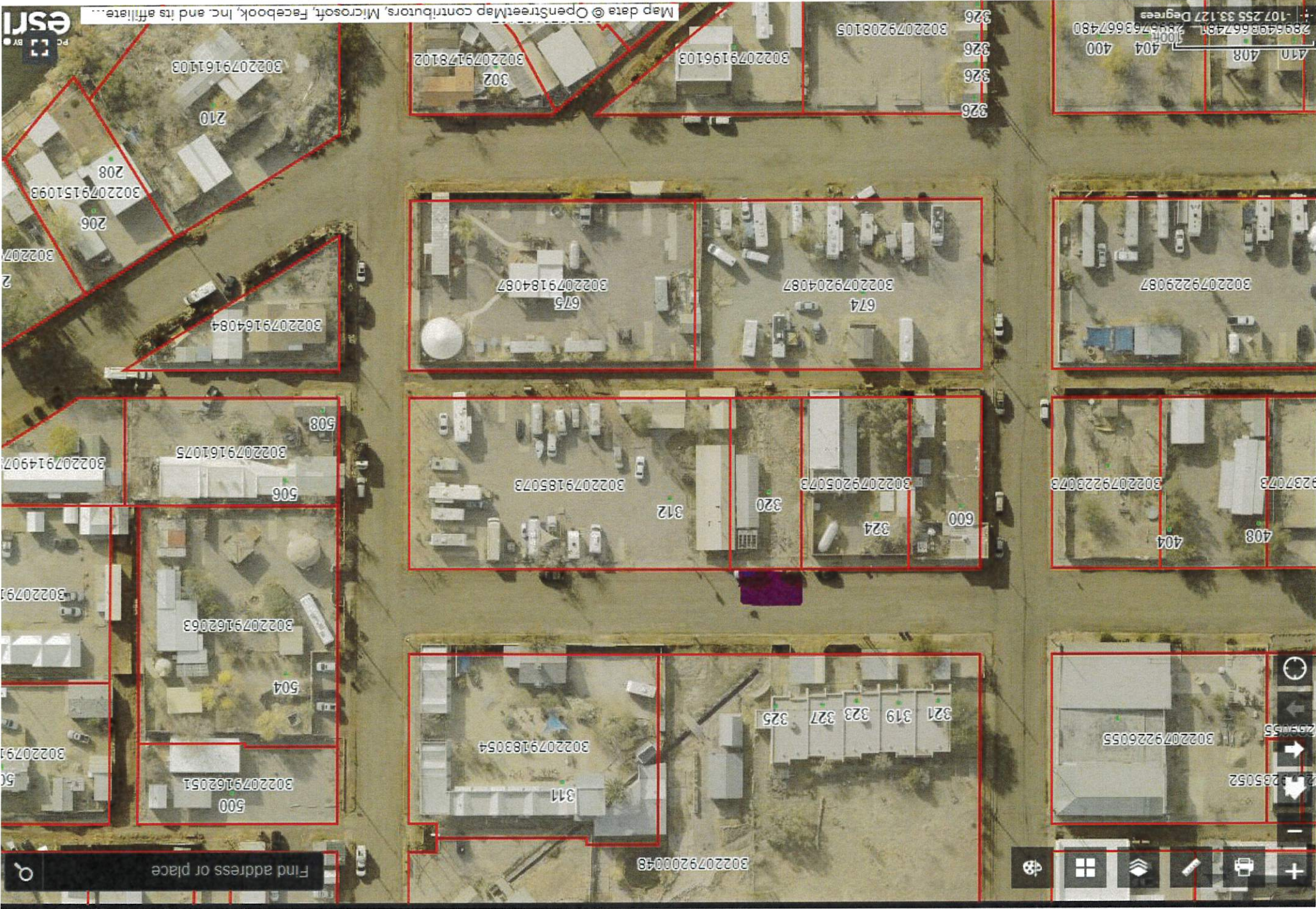
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 HORIZ. SCALE: 1" = 10' VERT. SCALE: SCALE
Bohannon Huston
 www.bhinc.com 800.877.5332

SHEET REVISIONS			
DATE	DESIGNER	INITIALS	
DATE	COMMENT	INITIALS	
DATE	COMMENT	INITIALS	
DATE	COMMENT	INITIALS	

AS CONSTRUCTED
NO REVISIONS:
REVISED:
VOID:

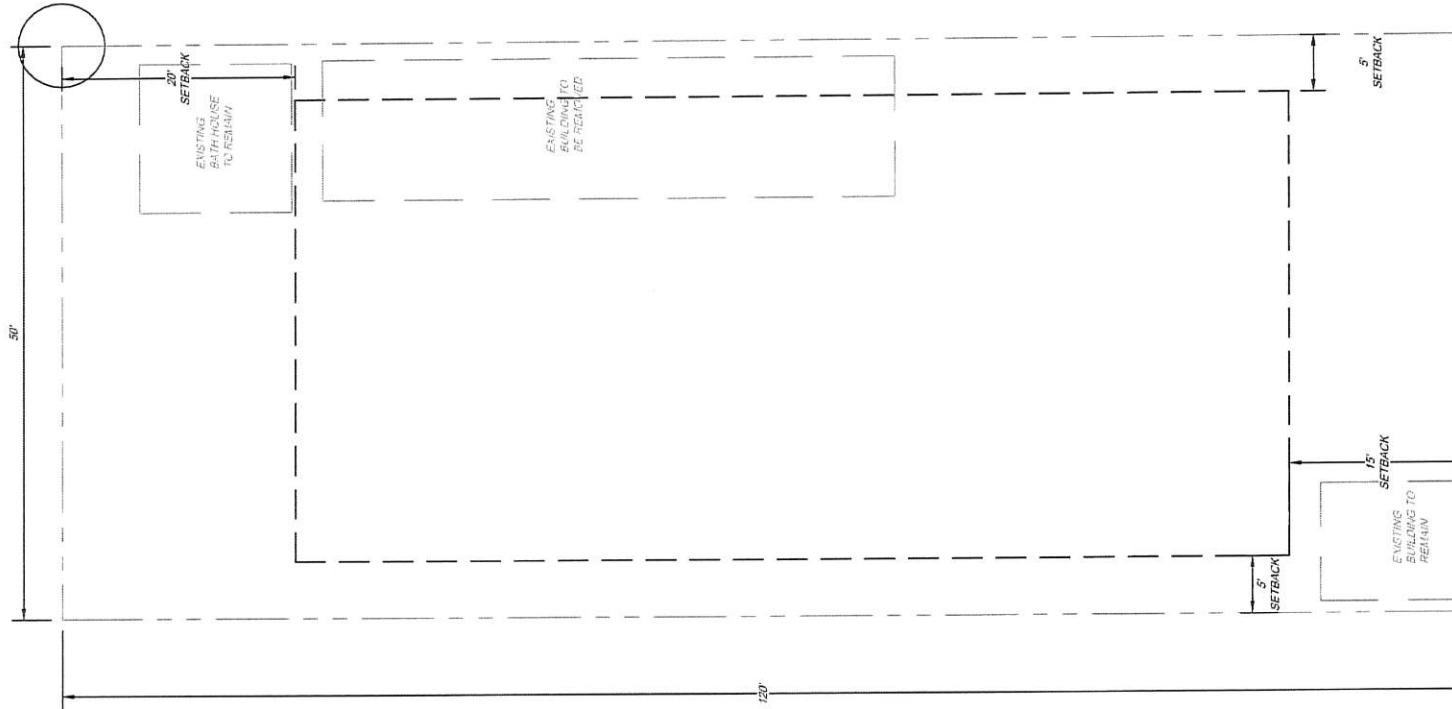
320 MARR LOT 6&7 BLK 40 PALOMAS HOT SPRINGS SITE PLAN			
DESIGNER: R. GIBSON	STR. NOS.	STR NO. 1	
DETAILER: STAFF		STR NO. 2	
SUBSET: ###	SHEETS:	— OF TOTAL	







Know what's below.
Call before you dig.



SITE PLAN

LOT 6&7 Block 40 Palomas Hot Springs

XX% FOR
REVIEW
ONLY

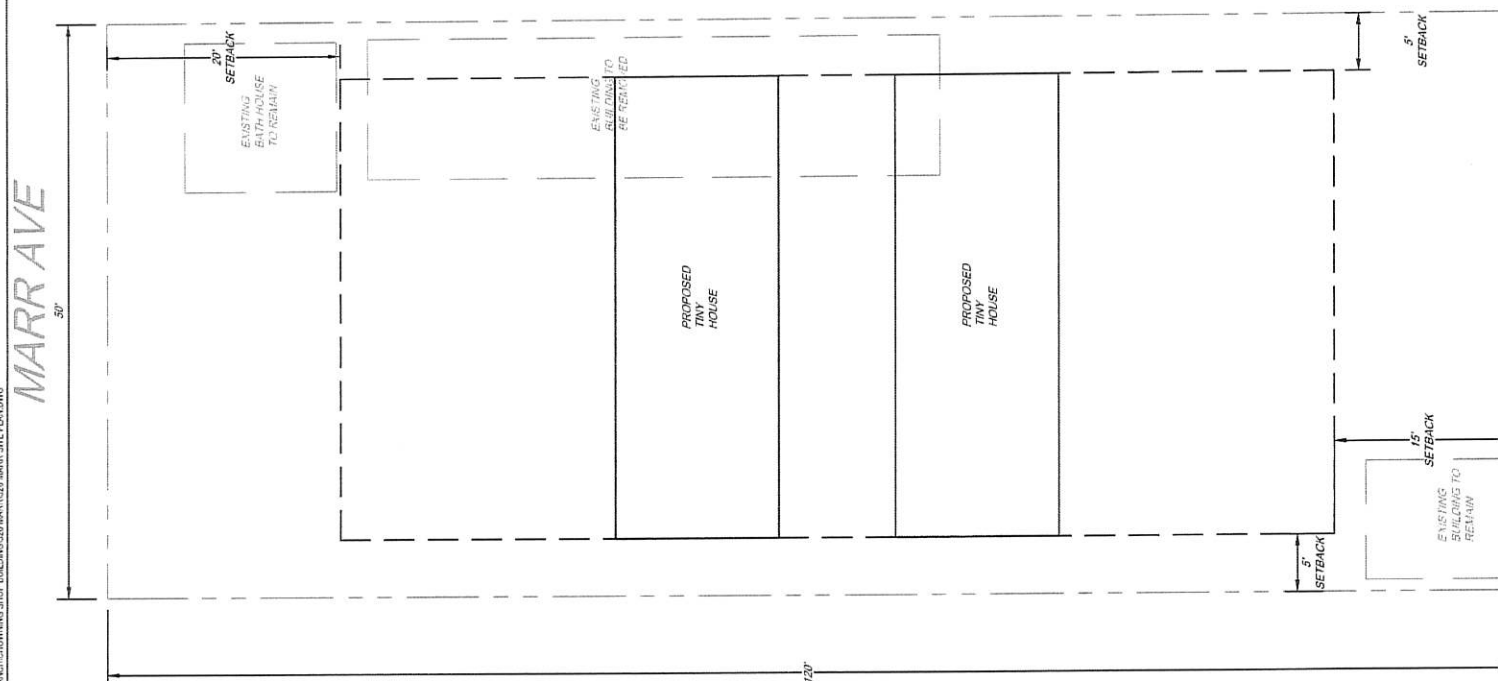
January 8, 2025

PLOTTED BY: ROY GIBSON, 1/8/2025 5:40 PM
HORIZ. SCALE: 1" = 10' VERT. SCALE: SCALE
Bohannon Huston
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SHEET REVISIONS			
R-X	DATE	DESIGNER	INITIALS
R-1	DATE	COMMENT	INITIALS
R-2	DATE	COMMENT	INITIALS
R-3	DATE	COMMENT	INITIALS

AS CONSTRUCTED		320 MARR LOT 6&7 BLK 40 PALOMAS HOT SPRINGS SITE PLAN		PROJECT NO./CODE	
NO REVISIONS:				20250001	
REVISED:		DESIGNER: R. GIBSON	STR. NOS.	STR NO. 1	bhincode
VOID:		DETAILER: STAFF		STR NO. 2	
		SUBSET: ###	SHEETS: —	OF TOTAL	SHEET NUMBER —

JANUARY 8, 2025 - DESIGN LEVEL - NOT FOR CONSTRUCTION



SITE PLAN

LOT 6&7 Block 40 Palomas Hot Springs

XX% FOR
REVIEW
ONLY

January 9, 2025

PROJECT NO./CODE

20250001

bhi/code

SHEET NUMBER

PLOTTED BY: ROY GIBSON, 1/9/2025 10:57 AM

HORIZ. SCALE: 1" = 10' VERT. SCALE: SCALE

Bohannon  **Huston**
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800.877.5332

	SHEET REVISIONS		
R-X	DATE	DESIGNER:	INITIALS
R-	DATE	COMMENT	INITIALS
R-	DATE	COMMENT	INITIALS
R-	DATE	COMMENT	INITIALS

AS CONSTRUCTED		320 MARR LOT 6&7 BLK 40 PALOMAS HOT SPRINGS SITE PLAN			PROJECT NO./CODE	
NO REVISIONS:					20250001	
REVISED:	DESIGNER: R. GIBSON	STR. NOS.	STR NO. 1	tbl/code		
	DETAILER: STAFF		STR NO. 2			
VOID	SUBSET: ###	SHEETS:	— OF TOTAL	SHEET NUMBER		

JANUARY 8, 2025 - DESIGN LEVEL - NOT FOR CONSTRUCTION



Sec. 11-9-4. - R-3 High Density Residential District.

- A. *PURPOSE.* The R-3 District is intended to accommodate multiple family dwelling units and accessory structures and uses. The District is intended to maintain and protect high density residential development that is characteristic of apartment, townhouses, condominiums and manufactured home subdivisions. This District also permits one and two family homes, modular homes, and manufactured homes.
- B. *DEVELOPMENT STANDARDS.* Development standards and other requirements are provided in Articles X through XIV.
- C. *R-3 PERMITTED USES:* The following uses are permitted by right in R-3 Districts:
1. Accessory Buildings.
 2. Apartments.
 3. Boarding House.
 4. Condominiums (Residential and Professional).
 5. Child Care Center, Nursery or Similar Use: Play areas shall be in accord with state licensing requirements and enclosed with a solid wall or fence five (5) feet in height.
 6. Construction Yard or Building (Temporary Use): Such yard or building shall be removed upon the completion of construction or within three (3) years from date of permit, whichever is sooner. Construction yards and buildings shall be maintained in a neat and orderly fashion and open yards shall be enclosed by a sight-obscuring fence at least six (6) feet in height. However, there shall be no fence or wall more than three (3) feet in total height above street-curb located within the clear sight-triangle of a street intersection as defined in this Code.
 7. Dwellings: Single or multi-family units, apartments, townhouses and condominiums.
 8. Garage or Yard Sale or Similar Use: Three (3) sales are permitted in a one (1) year period at a single address. A sale shall not exceed three (3) consecutive days.
 9. Greenhouses (Non-Commercial), Garden Sheds, and Tool Sheds: When detached from the main dwelling, such structures are subject to the provisions of Accessory Buildings.
 10. Home for Handicapped, Disabled, Retarded or Retired: Subject to state requirements of the New Mexico Statutes, Section 3-21-1, Paragraph C, as amended. A minimum of two (2) parking spaces must be provided, in addition to one space for each five (5) persons.
 11. Home Occupation.
 12. Manufactured Home Subdivision.
 13. Manufactured Home Park.
 14. Manufactured Homes.
 15. Kennel (Private, Residential).

16. Private Club or Lodge: Permitted when used in conjunction with non-profit organizations such as Lions Club, Elks Lodge, and the like. Building(s) shall not be located within one hundred (100) feet of an R-1 or R-2 District. Private clubhouses and game rooms are also permitted when used as a part of an apartment, condominium, or townhouse complex, provided such building(s) shall not be located within fifty (50) feet of an R-1 or R-2 District.
 17. Public Park, Playground, Ball Field and Tennis Courts.
 18. Real Estate Office (Temporary): Permitted only when used in conjunction with a residential subdivision provided such use shall be discontinued upon the completion of the development or within three (3) years from date of permit, whichever is sooner.
 19. Storage (Recreational Vehicles): Storage of personal recreational vehicles, boats, trailers, or similar uses shall be limited to a maximum of one (1) per dwelling unit in the side yard, with no limit in the rear yard, separated at least five (5) feet from any property line.
 20. Swimming Pool (Private): Permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be no closer than five (5) feet from any property line, and approval from all utilities is required to insure overhead safety.
 21. Tennis Courts (Private for residential use).
 22. Townhouses (Maximum of eight (8) attached units).
- D. *R-3 SPECIAL USES*. The following uses require a public hearing and approval of the City Commission after a recommendation by the Planning and Zoning Commission. Provisions for special use permits are stated in Section 11-5-6 of this Code.
1. Athletic Clubs and Bathhouses.
 2. Barber and Beauty Shops.
 3. Bed and Breakfast Inn.
 4. Church.
 5. Community Building (Public or Private).
 6. Gas Regulating Station (Public or Private Utility).
 7. Golf Course and Country Club.
 8. Halfway House and Quasi-Institutional Houses.
 9. Offices in Historical Structures.
 10. Offices: Offices which provide health services such as medical, chiropractic, or rental and certain professional offices which have a low traffic volume such as attorneys or accountants, provided such offices maintain the residential character of the neighborhood where they are located.
 11. Residential Vehicle Park.

12. School (Public, Private, or Parochial).
13. Swimming Pool (Public or Commercial).
14. Telephone Exchange Station.
15. Television and Radio Towers, and all other Free-standing Towers (Private Use): Towers shall have manufacturer's specifications to withstand a 75 mph wind and shall be constructed to meet New Mexico Building Code standards.

ARTICLE XIV. - DEVELOPMENT STANDARDS

Sec. 11-14-1. - General Development Standards.

All lots, tracts, buildings and structures in the City shall be developed in accordance with this Article and other related provisions of this Code. All development standards of this Code shall apply to each lot, tract, or parcel independent of all other lots, tracts, or parcels.

Sec. 11-14-2. - Standards For Districts.

District	Lots: Minimum Front Setback	Yards: Minimum Rear Setback	Yards: Minimum Side Setback
R-1	25'	25'	8'
R-1	25'	20'	6' or 0'*
R-3	20'	15'	5' or 0'*
R-4	25'	25'	5'
RR-1	25'	15'	5'
C-1	20'	15'	5' or 0'*
M-1	25'	25'	5' or 0'*
T-1	25'	25'	15'

* As permissible per Section 11-14-3 and 11-14-4.

District	Lots: Minimum Area	Lots: Minimum Width	Dwelling: Minimum Area	Maximum Height
R-1	9,000 s. f.	60'	1,200 s. f.	26'
R-2: Single-Family	5,000 s. f.	60'	900 s. f.	26'
R-2: Two-Family	4,000 s. f./unit	60'	650 s. f./unit	35'
R-2: Multiple-Family	3,500 s. f./unit	60'	600 s. f./unit	35'
R-2: Apartments	3,500 s. f./unit	60'	500 s. f./unit	35'
R-2: MH*	5,000 s. f.	60'	900 s. f.	26'
R-3: Single-Family	4,500 s. f.	45'	700 s. f.	35'
R-3: Two-Family	3,000 s. f./unit	45'	500 s. f./unit	35'
R-3: Multiple-Family	3,000 s. f./unit	45'	450 s. f./unit	35'
R-3: Apartments	2,000 s. f./unit	45'	400 s. f./unit	35'
R-3: NM*	4,500	45'	550 s. f.	26'
R-4	1 acre	75'	1,200 s. f.	26'
RR-1	5,000 s. f.	50'	800 s. f.	26'

C-1	5,000 s. f.	60'	" "	35'
C-1: MH*	4,000 s. f.	45'	550 s. f.	26'
M-1	" "	60'	" "	35'
T-1	21,780 s. f.	100'	800 s. f.	35'
T-1: MH*	21,780 s. f.	60'	550 s. f.	26'

* Not located within MHP

Sec. 11-14-3. - Residential and Transition Districts: Additional Provisions and Exceptions.

The following provisions shall apply to all development in a residential or transition District:

A. *SETBACK EXCEPTIONS:*

1. A minimum side yard setback of zero (0) feet in a residential District only, providing all the following requirements are met:
 - a. The setbacks are authorized by the City Commission as part of an approved development.
 - b. There shall be no less than ten (10) feet, including roof overhang, between structures, except approved condominium and townhouse developments with common wall construction.
 - c. All zero (0) lot lines shall be on the same side of all lots in a development.
2. The minimum setback distance shall be maintained for both front yards of a corner lot. A lesser setback for one front yard of a triple frontage lot shall be considered upon application for variance to the Planning and Zoning Commission.
3. New dwellings may be erected as closed to a front property line as the average distance established by existing dwellings on that side of the block, provided the lots on the same side of the block are fifty (50) percent developed.
4. An addition to a main dwelling shall be permitted as an extension of existing building lines, which have non-conforming setbacks. Setbacks for such addition shall be the same as the main dwelling.
5. There shall be a minimum setback of one (1) foot for each foot in height of any building, other than a single or two family dwelling, abutting on R-1 or R-2 District.

B.

FRONT-YARD PARKING. Parking areas shall not cover over one-third (⅓) of any open area between the front of a dwelling and the front property line; except in cases of a cul-de-sac, two-thirds (⅔) of a front yard can be used; and on existing lots less than fifty (50) feet, a twenty (20) feet parking area is permitted. Townhouses and apartment lots may use three fourths (¾) of the front yard for parking.

- C. **MINIMUM DISTANCE BETWEEN STRUCTURES.** There shall be no less than ten (10) feet between buildings or structures located on the same lot, tract, or parcel.
- D. **EASEMENT ENCROACHMENTS.** There shall be no permanent structures located on easements without written approval of the City Commission.

Sec. 11-14-4. - Commercial and Manufacturing Districts: Additional Provisions and Exceptions.

The following provisions shall apply to all development in a commercial or manufacturing Districts:

- A. **SETBACK EXCEPTION.**
 1. A zero (0) foot side yard shall be permitted only when:
 - a. A building on the abutting side is at least five (5) feet from the property line; or
 - b. Both buildings share a common wall on the side property line; or
 - c. When the abutting property is undeveloped. Otherwise, a five (5) foot setback is required.
 2. There shall be a minimum setback of one (1) foot for each foot in height of any building abutting a residential District. There shall be at least a minimum distance of thirty (30) feet maintained between any residential dwelling and any commercial or industrial structure.
- B. **MINIMUM DISTANCE BETWEEN STRUCTURES.** There shall be no less than ten (10) feet between buildings or structures located on the Same lot, tract, or parcel.
- C. **PRIVATE STREETS.** All non-dedicated streets or private drives shall be a minimum of twenty-four (24) feet In width.

Sec. 11-14-5. - Manufactured Home Parks (MHP's), Manufactured Home Subdivision (MHS's) and Recreational Vehicle Parks (RVP's): Additional Provisions and Exceptions.

The following provisions shall apply to all MHP's, MHS's, and RVP's:

A. **STANDARDS.**

	Minimum Development Area	Minimum Space or Lot Area	Maximum Density/Acre	Maximum Height
MHP	1 acre*	3,000 s. f.	12	26'

MHS R-2 District	5 acres	5,000 s. f.	8	26'
Other Districts	5 acres*	4,000 s. f.	11	35'
RVP	1 acre*	1,250 s. f.	20	26'

* Minimum Distances.

	Lots or Spaces Minimum Width	MH to MH	MH to Primary Building	MH to Secondary Building
MHP	30'	15'	15'	10'
MHS R-2 District	60'	20'	20'	10'
Other Districts	50'	15'	15'	10'
RVP	20'	15'	15'	10'

SETBACKS

	Yards: Minimum Front Depth	Yards: Minimum Rear Depth	Yards: Minimum Side Width**
MHP	15'	10'	10' (main entrance side)
			5' (non-entrance side)
MHS R-2 District	25'	20'	5'
Other Districts	20'	15'	5'

RVP	15'	10'	5'
-----	-----	-----	----

* Unless otherwise approved by Special Use Permit

**Whichever is greater of minimum distance between MH and other structure or minimum side width shall govern.

- B. *MANUFACTURED HOME PARK (MHP'S): MINIMUM DWELLING SIZE.* Dwellings within HMP's may be manufactured homes (MH's), trailers, or recreational vehicles. There are no minimum dwelling area requirements for dwellings within MHP's.
- C. *MANUFACTURED HOME SUBDIVISIONS (MHS'S): MINIMUM DWELLING SIZE.* Dwellings within MHS's must meet or exceed the minimum area for Manufactured Housing (MH) units within the District in which the subdivision is located as stipulated in Article 11-14-2. Minimums for R-3 MH shall apply for manufactured homes located in MHS's in Districts for which no minimums are otherwise stated.
- D. *PRIVATE STREETS.* Non-dedicated streets or private drives within a MHP, MHS, or RVP shall be a minimum of twenty-four (24) feet in surface width not including curb and gutter if installed. Streets shall be surfaced with asphalt, double penetration chip seal, or other appropriate surface as approved by the City.
- E. *EASEMENT ENCROACHMENTS.* Structures, home spaces, or recreational vehicle spaces shall not be located within easements without written approval of the City Commission.

Sec. 11-14-6. - Landscaping and Erosion Control: All Planning And Zoning Districts.

Unless left in its natural vegetative state, there shall be yard grass or other measures to control water or wind erosion on all previous areas of development and constructed lots, tracts or parcels.

Sec. 11-14-7. - Landscaping Plans For The C-1 and M-1 Planning and Zoning Districts, Manufactured Home Parks and Subdivisions, Recreational Vehicle Parks and Special and Conditional Uses In All Zones.

- A. *APPLICABILITY: DISTRICTS AND USES.* The standards of this Section apply to all new and all re-development within the C-1 and M-1 Planning and Zoning Districts, to all manufactured home parks, manufactured home subdivisions, recreational vehicle parks, and to all special and conditional uses in other Districts.
- B. *AREA TO BE LANDSCAPED.* A minimum area equal to ten percent (10%) of the total parking area of the new development shall be landscaped.
- C. *TYPES OF LANDSCAPING.*
 - 1. Xeriscaping is a preferred design element in the City of Truth or Consequences.

2. At least one-half (½) of plant materials in the landscaping shall be trees.
3. Minimum requirements for tree plantings is one tree per four parking spaces.
4. All plants shall be selected from the following lists or any other species recommended by the Sierra Soil and Water Conservation District, the Sierra County Cooperative Extension Service or the New Mexico State Forestry.

PLANT MATERIALS LISTS

Trees	
Arizona Cypress	Cupressus glabra
Ash	Fraxinus, sp.
Black Locust	Robinia pseudoacacia
Chinese Pistache	Pistacia chinensis
Desert Willow	Chilopsis linearis
Honey Locust	Gleditsia triacanthos
Italian Black Cypress	Cupressus Italiensis (Negra)
Mesquite	Proposis, sp.
Mimosa	Albizia julibrissin
Oak	Quercus, sp.
Palms	Washingtonia, sp.
Pine	Pinus, sp.
Single-seed Juniper	Juniperus Monosperma
Sycamore	Platanus, sp.

Shrubs

Abelia (Glossy)	Abelia grandiflora
Acacia	Acacia, sp.
Apache Plume	Fallugia paradoxa
Armstrong Juniper	Juniperus chinensis "Armstrongi"
Bar Harbor Juniper	Juniperus horizontalis "Bar Harbor"
Barrel Cactus	Ferocactus, sp.
Big Sage	Artemisia tridentata
Broadmoor Juniper	Juniperus sabina "Broadmoor"
Buffalo Juniper	Juniperus sabina "Buffalo"
Burning Bush	Euonymus alata
Chamisa	Chrysothamnus Nausaeousus
Cherry Sage	Artemisia, sp.
Crepe Myrtle	Lagerstroemia indica
Desert Broom	Bacharis sarothroides
Euonymus	Euonymus, sp.
Forsythia	Forsythia, sp.
Four Wing Saltbush	Atriplex canescens
Fraser's Photinia	Photinia fraseri

Gold Tip Pfitzer Juniper	chinensis "Phitzerana Aurea"
India Hawthorn	Raphiolepis indica
Lilac	Syringa, sp.
Nandina	Nandina Domestica
Oregon Grape Holly	Mahonia auifolium
Pampas Grass	Cortaderia selloana
Pyracantha	Pyracantha, leylandei
Red Leaf Barberry	Berberis thunbergii "Atropurpurea"
Rock Cotoneaster	Cotoneaster horizontalis
Sea Green Juniper	Juniper chinensis "Seagreen"
Silverberry	Eleagnus pungens "Gruitlandii"
Sotol	Daslirion wheeleri
Spanish Broom	Spartium junceum
Spartan Juniper	Juniperus chinensis "Spartan"
Tam Juniper	Juniperus sabina "Tam"
Texas Sage	Artemisia, sp.
Three Leaf Sumac	Rhus Trilobata
Torulosa Juniper	Juniperus chinensis, "Torulosa"
Turpentine Bush	Haplopappus Laricifolis

Yucca	Yucca pendula
Ground Cover	
Creeping Mahonia	Mahonia repens
Green Santolina	Santolina chamaecyparissus
Grey Santolina	Santolina virens
Vinca Major	Creeping myrtle
Vinca Minor	Dwarf periwinkle
Vines	
Banks Rose	Rosa banksiae
Canyon Grape	Vitis arizonica
Trumpet Vine	Campsis radicans
Virginia Creeper	Parthenocissus quinquefolia
Grasses: Lawn	
Bermuda	Cynodon dactylon
Perennial Rye	Lolium perenne
Fescue	Festuca, sp.
Grasses: Low Water Consumption and Erosion Control	

Alkali Sacaton	Sporobolus airoides
Blue Gramma	Bouteloua gracilis
Buffalo	Buchloe dactyloides
Indian Ricegrass	Oryzopsis hymenoides
Needle and Thread Grass	Stipa comata
Sand Dropseed	Sporobolus cryptandrus
Grasses: Ornamental	
Big Bluestem	Andropogon gerardii
Purple Treeeawn	Aristida purpurea
Sacaton	Sporobolus wrightii
Threadgrass	Stipa tenuissima

- D. *IRRIGATION SYSTEM.* All landscaping required by this Code shall consists of an underground system with automatic or manual controls that include a reduced principle back-flow preventor, pipes, valves, and heads adequate to provide water to all plants within the landscaped area. The use of drip irrigation systems is preferred.
- E. *INSTALLATION.* The landscaping and irrigation system shall be installed, and the irrigation system functioning, before the issuance of a certificate of occupancy.
- F. *MAINTENANCE.* The owner of the landscaped property shall be responsible to maintain the landscaping in a healthy, clean, trimmed, weed and litter-free condition. Dead plants shall be replaced by the owner with new plants of the same type or an approved alternate type within thirty (30) days of the death of a plant or at the next season best supporting plant survival.
- G. *ENFORCEMENT.* The designated Zoning Official shall enforce this ordinance.
- H. *LOCATION CRITERIA.* At least one-half (½) of the total area required to be landscaped shall be located between the street curb and the principal structure(s). On corner lots, double frontage lots or triple frontage lots, at least one-fourth (¼) of the required landscape shall be located

within each frontage. All new parking lots with more than one hundred (100) parking spaces shall contain at least one-quarter ($\frac{1}{4}$) of the total required landscaping.

- I. *SITE PLAN REQUIRED.* A site plan showing all elements of the landscaping, including xeriscape elements, types of plants, irrigation system, and drainage control elements is required.

Sec. 11-14-8. - Height Exceptions.

- A. *SPIRES, BELFRIES, TOWERS, AND SIMILAR STRUCTURES.* Such uses may be constructed in any District to a height ten (10) feet above that permitted by right for other structures.
- B. *TELEVISION, RADIO, AND OTHER FREE STANDING TOWERS.* Towers shall meet manufacturer's specifications and withstand a 75 mph wind. Towers must conform to New Mexico Building Code standards.

Sec. 11-14-9. - Drainage and Grading and Site Plans.

Drainage and grading and site plans shall be required for all developments over one (1) acre, for all development in the C-1 and M-1 Planning and Zoning Districts, and for all Special and Conditional Uses. The designated Zoning Administrator may require that the plans and associated information be prepared by a registered civil engineer.

On-site retention of all drainage created by a development is required.

Sec. 11-14-10. - Site Plans.

- A. *ELEMENTS OF A SITE PLAN.* A site plan shall consist of a scale drawing done at a scale of not less than 1":100', and shall contain the following information:
 1. Location, arrangements and dimensions of all existing and proposed parking facilities, turning spaces, drives, aisles and landscaping;
 2. The name and location of all streets adjacent to the property, and all proposed points of ingress and egress;
 3. Size, location, and setbacks of all existing and proposed structures;
 4. Location of all proposed drainage structures;
 5. Location of all proposed signs;
 6. Location of all proposed exterior lighting;
 7. The location of existing watercourse(s) (if any) that conduct any intermittent or ephemeral flow.

Sec. 11-14-11. - Development in Hazard Area.

All development in flood hazard areas as designated in the City of Truth or Consequences Special Flood Hazard Area Boundary Maps or as otherwise designated by the designated Zoning Administrator shall conform to the requirements for Flood Hazard Areas as stated in Section 4 of the Municipal Code. The designated Zoning Administrator shall require building pads and related construction to be raised or filled above the flooding danger level.

Sec. 11-14-12. - Metal Buildings.

All new metal buildings in the C-1 and M-1 Planning and Zoning Districts shall have a facade or veneer consisting of a non-structural facing of brick, concrete, stone, tile, wood or lumber, plastic or other similar approved material on all sides of the structure that face a public street.

Sec. 11-14-13. - Propane and LP Gas Tanks.

Propane and LP Gas tanks for the supply of fuel for residential and commercial establishments (not bulk plants, distribution plants or distribution points) can be no greater than 500 gallon capacity.

Sec. 11-14-14. - Subdivision Regulations and Fees.

The Subdivision regulations for the City are found in a separate City Ordinance, fees for the processing of subdivisions and related issues shall be set by City Commission Resolution.

Sec. 11-14-15. - Fees.

The City has an obligation to charge a fee for services to applicants who wish to process a request based on what this ordinance allows. If the City does not charge a fee to recover its costs for processing an application, it may be considered a gifting of public funds, which is disallowed by State law. The City Commission shall impose fees related to this Ordinance in a manner that will offset the cost of providing said service including but not limited to: research, person-hours, filing fees with the county clerk, mailing costs, printing, publishing, etc.

Sec. 11-5-5. Variance.

A Variance may be authorized by the City Commission after hearing the recommendation of the Planning and Zoning Commission. The variance shall provide relief from the strict application of dimension, distance, parking or setback requirements of this Code.

- A. *Provisions for variance.*
 - 1. The subject property must be irregular, narrow, shallow, or steep or otherwise, have physical conditions where application of the requirements of this Code would result in practical difficulty or unnecessary hardship to the owner in the use of his land or building.
 - 2. The applicant shall notify all property owners of his/her intent in a manner specified in Section 11-7-2 and shall be subject to a public hearing as specified therein.
 - 3. Variance shall not be granted in such cases where it would adversely affect adjoining properties, impair established property values, or endanger public safety.
 - 4. Variances shall not be granted where spot zoning would occur.
- B. *Fee.* A non-refundable application fee as set by City Commission Resolution must accompany each application.
- C. *Submission requirements.* The application for variance shall be in the format stipulated by the City and shall contain plans and other information as required by the designated Zoning Administrator. The completed application for a variance, shall be submitted to the City Clerk for placement upon the agenda of the Planning and Zoning Commission.
- D. *Revocation.* A variance shall be automatically revoked in the event of building permit for the approved Variance has not been obtained within ninety (90) days, or construction has not begun within one hundred eighty (180) days after the building permit has been issued. The Planning and Zoning Commission may grant ninety (90) days extension if deemed appropriate.
- E. *Re-application for variance.* In the event of a denial decision by the City Commission, there shall be no re-application for the same variance for a period of one (1) year after the date of the decision of the Commission.

Sec. 11-5-6. Special Use Permit.

A special use permit may be authorized by the City Commission after hearing the recommendation of the Planning and Zoning Commission. A special use permit is required for a special land use, which is not permitted by right within the District wherein it is requested.

- A. *Provisions for special use permit.*
 - 1. In making a decision on a Special Use Permit, the Planning and Zoning Commission and the City Commission shall review the following factors and accord each factor the necessary weight on a case-by-case basis.
 - a. The increase in congestion of streets and other rights-of-way;
 - b. Diminishment of safety from fire, panic and other dangers;
 - c. Diminishment to the health and general welfare of the public;
 - d. Degradation of light and air for all properties in the immediate area of the proposed Permit; increases of overcrowding of land and undue concentrations of populations;

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- e. Adverse affects on provisions for transportation, water, sewer, schools, parks and other public facilities or increases in the effects of natural hazards;
 - f. Increases or facilitation of the unlawful use of structures, buildings or land; and
 - g. Promote the use or waste of energy in the use of structures, buildings, and land.
 - 2. Special Use Permits shall not be granted in such cases where the use will result in negative impacts, which substantially outweigh the positive impacts of the purposed use.
 - B. ***Fee.*** A non-refundable application fee to be set by City Commission Resolution must accompany each application.
 - C. ***Submission requirements.*** The application for a special use permit shall be in the format stipulated by the City. There shall be a comprehensive statement included with each application indicating in detail the reason for the request, the purpose and proposed use of the property, all improvements to be made, and a site plan including the following:
 - 1. Location of existing and proposed structures including the dimensions of setbacks;
 - 2. Existing and proposed vehicular circulation systems, including parking areas, storage areas, service areas, loading areas, and major points of access, including street pavement width and right-of-way;
 - 3. Location and treatment of open spaces including landscaping plan and schedule;
 - 4. Lighting;
 - 5. Signage;

A drainage plan, site plan and grading plan shall be required for all developments exceeding one (1) acre and to all new and all re-development within the C-1 and M-1 Planning and Zoning Districts, to all manufactured home parks, manufactured home subdivisions, recreational vehicle parks, and to all special and conditional uses in other Districts. For lesser developments when the designated Zoning Administrator determines said plans to be necessary, the designated Zoning Administrator shall so inform the applicant prior to accepting an application.
 - D. ***Public hearing and notice procedure.*** A public hearing shall be held by the Planning and Zoning Commission for all special use permits. All property owners shall be notified in accordance with the provisions of Article 7 of this Code.
 - E. ***Review and approval.*** The City Commission may deny special use permits, or may grant final approval in accord with certain conditions, with right of appeal in accordance with Article VII of this Code. Approval may also be granted with additional conditions imposed, which are deemed necessary to insure that the purpose and intent of this Code is met and to protect and provide safeguards for persons and property in the vicinity.
 - F. ***Time limitation and revocation.*** If a special use is not initiated within one (1) year following approval or if a special use is discontinued for a period of one (1) year, said permit shall be automatically revoked. The City Commission may impose a different time limitation on a special use permit. All improvements shall be in accord with the development standards of the District except as otherwise authorized by the special use permit. Significant variation from the approved special use and related improvements shall result in the automatic revocation of the special use permit.
 - G. ***Re-submittal of application for special use permit.*** Application for a special use permit shall not be resubmitted or reconsidered for a period of one (1) year after it has been acted upon by the City Commission except that an application may be made for a different special use permit on the same parcel of land six (6) months after such previous action has been taken.

H. *Special use.* Special uses shall not be considered a District boundary change.

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
TUESDAY, FEBRUARY 18, 2024**

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 Tuesday, February 18, 2025 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Gary Whitehead, City Manager
Traci Alvarez, Assistant City Manager
Katy Martinez, Deputy Clerk

1. APPROVAL OF AGENDA:

Member Luchini made a motion to approve the agenda. Member Kent seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a) December 9, 2024.

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

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

There were no comments from the public.

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

4. PUBLIC HEARINGS (5 Minute Rule Applies)

- a. Discussion/Action: Special Use/Variance Request at 320 Marr Street. The applicant is requesting to build 2 tiny homes at this location. A Special Use/Variance Request may be needed pertaining to Development Standards as the current code does not identify tiny homes.

Assistant City Manager Alvarez: In your agenda packet you have a proposed site plan for where the applicant would like to potentially place a couple of tiny homes. There are a couple of different options that they submitted. Where they are placing these homes does meet the required setbacks it is in the R3 district. However, the approximant square footage of these homes is about 399 square foot which is below the required minimum for the R3 area. Our municipal code hasn't been updated to accommodate tiny homes so this is kind of a new process. We have done one way back in the day and they did it as a special use permit. You have the option of doing a special use permit with it and/or a variance. The variance is requesting a variance from the code as it pertains to the minimum dwelling unit size. Also in your packet is an example of what the tiny home could potentially look like. From the planning and zoning stand point it would not be able to be left on wheels or be able to be towable because that would look more like an RV. We require to follow the same standards as you would do with a mobile home where we have to have the skirting and a type of foundation weather that be a permanent foundation or just a gravel foundation that would be decided at the state level at CID. The applicants are here and available for any questions and I stand for questions as well.

Chairman Sisney opened the public hearing.

Proponents:

Marcia DeChadendes: I'm the owner and resident at 324 Marr St. That is the property that is directly to the west of their property. I have been in conversation and cooperative, collaborative planning for how to manage different situations of their property and my property for the last year. I am really happy to have people who have a long history of the town returning to the town and putting a home so their family and their children's family can be present there. I find them to be really great potential citizens of our town.

Roy Gibson: I'm a registered professional engineer. I work for Bohannon Houston who are representing the Chowning's with this I'm happy to answer any questions you may have.

Clayton Chowning Applicant: I'm trying to put the tiny home in. My grandparents had property here in T or C, my parents have property in Caballo. We are hoping to be able to come and visit and use this property as well. Any questions you have Ill be happy to try and answer for you.

Chairman Sisney: You are bringing in 2 tiny homes. What is the purpose of these homes?

Clayton Chowning Applicant: We planned on only doing one tiny home originally but I figured since we were doing the meeting I would try and permission if it was possible for 2. The one is going to be mainly for us to come and visit and I would also try and do some short-term rentals for a little bit of supplemental income. I was in a car accident a year ago and I can not continue to do my job as a mechanic anymore. I'm trying to look at different options to try to help supplement, as well as be able to use it as a family place to visit.

Member Kent: In the packet it says that the homes are prefab park model homes. Which is different than a tiny home technically because a park model home by description definition is really an RV so I'm just curious. We don't really have zoning rules for tiny homes per say. But we do have very specific rules about RV's. So, are we going to say that a park model RV is not an RV?

Assistant City Manager Alvarez: This is why I stated that they have to follow the requirements under a mobile home.

Member Kent: So, we are calling these mobile homes not RV even though they are RV by the legal term.

Clayton Chowning Applicant: I don't know if this makes any difference or not. Most of these that I am proposing are 11 feet wide or 14 to 15 feet wide so you can't just hookup to a pickup and move it. You have to do permits. It would be more of a permanent thing than something like an RV where I can just hook on and leave. They are not legal as an RV to go down the road.

Member Kent: I understand that. Some of it has to do with how they are built and how much insulation is in them and different things like that in terms of living in them. Four season and what. Living in an RV here all year round can be very hot and very cold depending on the time of year. I'm wondering would these be comfortable to live in during the winter and summer?

Clayton Chowning: I have never lived in one personally so I can't answer that. From the people I have been talking to I have some insulation specifications and it sounds like they are built fairly well. The one that we submitted was just to let you know what it was there is a hodgepodge I'm sure of quality that I'm sure some are a whole lot lesser quality than others. That was just an example of what I was looking to do.

Vice-chairman Buhler: You will be going through the state to be permitted, correct?

Clayton Chowning: Yes.

Vice-Chairman Buhler: How would you be able to if there is flood elevation and they have to be raised have you inquired about that?

Clayton Chowning Applicant: I have not

Assistant City Manager Alvarez: Its part of the zoning approval process. When they do a build, they have to go get flood plain approval and that would be addressed at that point when they start submitting that. CID will not accept a permit application with out a signature form planning and zoning which is me as well as Travis Atwell he does the flood.

Vice-Chairman Buhler: Ok, Thank you.

Chairman Sisney: Is this going to be site built or off site built?

Clayton Chowning: The ones that I was looking at are office site built as a prefab.

Member Kent: So, they will have wheels on or on a trailer and then they will be set?

Clayton Chowning Applicant: I'm not opposed to looking into site built as well. These are what I was looking at but I would still like to the smaller around 400 square foot even if I did site built. It's a smaller lot where I don't have a whole lot of room.

Vice-Chairman Buhler: Traci what is the square foot for that size lot?

Assistant City Manager Alvarez: In your packet you have the development standards. In a dwelling unit for single family 700 square foot, multifamily or 2 family are 450 and 500 square feet.

Clayton Chowning: A mobile home is 550 is that correct?

Assistant City Manager Alvarez: Yes, a mobile home is 550.

Vice-Chairman Buhler: So, these tiny homes they don't meet the requirement for the lot size.

Assistant City Manager Alvarez: That is correct that is why they are here for a variance request or a special use permit.

Vice-Chairman Buhler: And we don't have a tiny home ordinance?

Assistant City Manager Alvarez: Correct we don't have a tiny home or a park model ordinance. Our municipal code was done way before tiny homes or park model homes.

Vice-Chairman Buhler: Are we working on this, are we going to be working on this or are we just going to have this every time. Are we working on the ordinance so we can have tiny homes.

Assistant City Manager Alvarez: So, in answer to your question yes. We are not working on just specific for tiny homes. There is quit a few things with in our municipal code that need to be

addressed. It's a long process we have to go through the attorney and write out the ordinance. There is a lot of items from animal control, code enforcement to planning and zoning that we are tackling. We are trying not to piece meal our ordinance because we have done that in the past. We are working in between all of our other times frames and different items and working with various city managers to update certain sections of our municipal code. Is it something that is going to be done in the next 6 months to a year probably not. We did go out at one point probably 2-3 years ago and we were going to hire somebody to do a code update for our entire municipal code and it was around \$36,000 so at that time it was put on hold because we did not have the funding available to have somebody come in and do it. The different departments are working on their various sections that are applicable to them in the code.

Chairman Sisney: Are we looking at a variance on the fencing request also or an 8-foot fence?

Assistant City Manager Alvarez: No, we are allowed by code to have an 8-foot fence.

Vice-Chairman Buhler: It's not 5?

Assistant City Manager Alvarez: No, if it's got a cross street, they have to follow the site triangle which is a 25-foot set back and a 4-foot. But fencing with in the municipal code is allowed up to 8-feet.

Vice-Chairman Buhler: Where would your parking be?

Clayton Chowning Applicant: There is on street parking there as well but you have to have a 20-foot set back before you can put a lot for the tiny home with the new zoning. There would be room in front of the tiny home to park your cars.

Vice-Chairman Buhler: That's where the bath house is, so that's the alley so you would be using the alley?

Chairman Sisney: There is 2 buildings.

Vice-chairman Buhler: Ok, I see what you're saying. So, you haven't decided which way you are going to put them yet either have you.

Clayton Chowning Applicant: No, I'm not a 100%. One reason for that is the lot actually runs length wise instead of cross wise so I wasn't sure.

Vice-Chairman Buhler: Was there a home in there before?

Clayton Chowning Applicant: Not prior to 67.

Ralph Chowning: I started down here in the 70's and there was never anything their other then the one at the very back by the alley and a long building was there. My father built the front most building but I have never seen a building there per say.

Vice-Chairman Buhler: Is the bath house commercial?

Ralph Chowning: No.

Vice-Chairman Buhler: It would just be for family use?

Ralph Chowning: Also, for whoever stayed in the second one.

Vice-Chairman Buhler: If you rent it then that would be commercial use. Am I correct in that Traci?

Assistant City Manager Alvarez: If they are renting the unit?

Vice-Chairman Buhler: Yes.

Assistant City Manager Alvarez: The bath house would be applicable to the person in the unit they are not making the bath house commercial to where they are charging for people to come into the bath houses.

Vice-Chairman Buhler: They would be charging for people to stay there so it would possible be considered using it for commercial purposes.

Assistant City Manager Alvarez: I wouldn't consider it commercial. It would be no different if anybody had rentals. An example we have Nate he has the 4 units that he is potentially selling or renting and they have access to an out-door bath house. That is not a commercial bath house that bath house is being used only by the tenant of that property. You also have with in you packet your 7 findings of facts.

Member Luchini: One of the units you intend to use personally sporadically?

Clayton Chowning Applicant: I still work unfortunately I wish I could live here full time. In between my sister and I would use it but when we are not, we would use it as an Airbnb as a supplemental income.

Member Luchini: Even the first unit? If you have 2 units one of them will be a BnB?

Clayton Chowning Applicant: The second one will be quit a bit down the road. It would be a couple years down the road I would imagine for the second one to be even in consideration.

Member Luchini: So even the first one potentially could be a short-term rental?

Clayton Chowning Applicant: A short-term rental as well as me, my sister and my parents using it.

Assistant City Manager Alvarez: Just for verification their request a variance from the code or special use from the code due to the required dwelling size of the unit. Where ever they place these they are meeting the required front, rear and side setbacks. Its just a request to have a unit on there that doesn't meet the required dwelling unit size.

Vice-Chairman Buhler: The size, correct?

Assistant City Manager Alvarez: Yes, the square foot.

Member Kent: You have stated a few times you don't know what you are going to put on there you have a picture of an idea. I think my hesitation is what you are showing in that picture is an RV, it's not one you can tow behind your car every weekend to go camping but by definition they are built to the same standards as an RV so its an RV. Which we very clearly are not suppose to be living in on our properties. I understand there are people in town violating that and that's a whole different matter. If this where to be approved and I don't know if this part of what we are voting on today but I would like to see something more than an RV. A stick built tiny home would be lovely, or something that is more insolated more permanent, more 4 seasons all the things rather than just rolling an RV that is a little fancier because it has a porch and pretty paint.

Chairman Sisney: What do you think of that.

Member Kent: that's a park model home but it's built to RV standards which is not the same as a home.

Chairman Sisney: Do you know the difference between a park model and a regular RV?

Member Kent: A park model is meant to be put in an RV park and hooked up to the water and electric.

Chairman Sisney: But do you know the difference?

Member Kent: That's basically the difference the size and that it can't be towed around.

Chairman Sisney: The difference that I have seen a park model doesn't have a DC converter.

Member Kent: Right, it has to be plugged in.

Chairman Sisney: Right so it's not meant to go anywhere. Once they roll these things in they set them they aren't going to roll them back out again.

Member Kent: I understand that. But I lived in them. I spent 2 years living in one. I froze in the winter and it was hot in the summer. It's not a great living environment, a house with some good insulation and all the things seems like a much nicer project.

Clayton Chowning Applicant: My family owns a RV business in Moriarity we have been in the RV business since the 60's. I agree a lot of these are very low insulated and junk. The brands that we have sold, which is not what I am proposing to put on. The excel fifth wheels that are RV they have a 10 below zero guarantee. If you buy a Mercedes, you get a Mercedes. If you buy a Toyota you get at Toyota. I think if you buy a nice park model you are going to be fairly happy with the insulation. I agree with you if you buy something that has no insulation in it, if you buy a J Co you're going to have a problem with it. If you buy a DVR or a Mobile Sweets that \$175,000 versus \$20,000 your insulation package is going to be a little different in my opinion.

Member Kent: Sure, but it's a park model.

Vice-Chairman Buhler: You did say something like this.

Clayton Chowning Applicant: I don't know the insulation package on that one. I was just doing that one for a visual idea of what it would be like.

Roy Gibson: Just for point of clarification any of these modules would be placed on a permanent foundation where the moving equipment is stripped off, weather it shipped in 4 panels and a box is set up with it. Either way the building would have to meet the New Mexico building code. We will be going before the construction industries division with the state of New Mexico for that building. We will have to have fire detection, the smoke detectors all of those will be required per code, per the New Mexico building code. Secondly these will be hooked up permanently to permanent electricity, permanent water and request for permanent sewer.

Opponents:

No Opponents

Chairman Sisney closed the public hearing.

Chairman Sisney made a motion to recommend approval to the City Commission for a Variance Request at 320 Marr Street. Member Luchini seconded the motion. Roll call vote was taken.

Chris Sisney, Chairman voted aye.

Ether Luchini, Member voted aye.

Susan Buhler, Vice Chairman voted nay. It says a precedent for having tiny homes everywhere and until the city acts on this, I cannot approve tiny homes.

Lisa Kent, Member voted aye.

Motion carried on a 3 to 1 Vote.

Member Luchini: Can we put a halt to these variances until there is an ordinance that is clearly spelled out for these tiny homes or anything else that we would constantly be approving variances for?

City Manager Whitehead: It seems to me that your other obligation as the board here would be to recommend to the city to fix inequities with in the code. For example, considering tiny homes has never really been considered or it has not been reviewed potentially we should look at that as again we can do those one. I think being proactive the chairman should send a letter to the manager's office requesting that we explore the tiny homes present back to you guys on how we can make an addition to that. I'm not a fan of waiting to fix the whole code. I think that you guys serve you need the ability to say we found a problem with in the code lets review it, lets get good information, let's bring some engineers that could give us good solid information. I have been sitting here doing some calculations an RV is technically is 7-feet long and one that is 50. That would be 350 square feet. Just by the square footage alone you kind of change the argument of we wouldn't really allow some one to move an RV in when were we are considering so that becomes the critical point. Is 400 feet a minimum we would ever go to and what kind of requirements. I guess in a long roundabout way I think we should consider looking at that I think this is something we would bring up and I think you know to kind of start solving some of these problems. I think your board should ask us to consider this one not just say hey let's fix the whole code lets go back and in a timely manner look at what we could do to solve this particular issue with inside the code.

Vice Chairman Buhler: You know Gary we need a standard. We don't have that. At our last meeting which was 2 months ago we had someone who purchased a tinny lot the river. I could see the whole river bank any empty property there turning into these tiny homes. That people don't live in, that they Airbnb that will affect our hotels because it is a slim margarine in this town for hotel owners, especially in the hot water district. We do need some protection and we do need some rules.

Member Kent: The short-term rental is another issue as well. With just how many we have and how many we should have. There is a lot of other things that has been brought up as well but there is nothing in our code about it.

Marcia DeChadendes: That particular block has at least 30 full time living their RV's on it. The reason I'm here is because I would love to have someone who living in a house kind of place.

Vice-Chairman Buhler: Those are trailer parks. They are not just people living in RV's and you can live in an RV in an RV park so they have permission to do that.

Marcia DeChandendes: They are all owned by the same person.

Vice-Chairman Buhler: They are owned by different people. People come and winter here. We have different groups of people.

Member Kent: That's different then somebody who owns a private lot and wants to put an RV on it. Which you can not do.

Marcia DeChandendes: That's a really interesting distinction how does that get defined.

Member Kent: An RV Park is established there is amenities for the people, it has to have bathrooms, laundry available, it has the utilities where they can hook up to.

Vice-Chairman Buhler: Its commercial.

Member Kent: Yes, its commercial. Its very different then "Hey I bought a lot I'm going to park my RV on it". You can not do that.

Ralph Chowning: Technically the difference between a park model and an RV. RV's have water tanks, fresh water tank and a DC converter and are designed to be used without having to be hooked up. Park models technically do not have water tanks, do not have a DC converter and are designed to be actually plugged in and more permanent than an RV. There is total distinction between park model and RV.

City Manager Whitehead: I hear you. I just came to sit and listen. Ill explore with Traci what we need to do and how we can potentially expedite some improvements here.

Member Luchini: That seems to be a trend that we can get caught up in really quickly. There aren't very many I have seen a couple of other ones around town. I'm not sure if they got variance.

City Manager Whitehead: If there is nothing in the code for tiny homes and tiny homes specific in that size, we would really be missing the boat because that's a trend in the market? That is an opportunity for people to live here if they do it properly, we should welcome it right.

Clayton Chowning: Housing cost are so high you can't afford it.

City Manager Whitehead: Yes. It should be done in the right spots in the right locations it should be done correctly. They should be a benefit to the community. We will look into it.

Vice-Chairman Buhler: Thank you.

Member Luchini: Is there any way put on hold and of the additional hearings until the code is established.

City Manager Whitehead: I would say that you could not put a hold. I mean the commission could consider it but the fact that the code exists, the fact that the law exist we have to follow the law that exist.

Member Luchini: But there is no code that exist.

City Manager Whitehead: There is a code and there is a variance opportunity with in that code. The citizens would be allowed if we don't have a code to directly affect and a variance is possible in the code the public should have a right to come to that process. I hope that is helpful. We will take this one seriously. I'm here I will take this seriously. On this particular issue with tiny homes with in the structure.

Member Luchini: Thank you.

5. REPORTS FROM THE BOARD:

No reports from the board.

6. REPORTS FROM STAFF:

Assistant City Manager Alvarez: The only report I had was to introduce our new City Manager Gary Whitehead. Also, as a reminder to the commission when I bring these items to you for a variance request or a special use request that's because that's my directive per the code. I don't have authority to decide whether or not what they are doing is allowed. That's why we have a planning and zoning commission and that's why I bring it to you guys. If a customer comes to me and they say "We want to do ABC" and I show them what the code says and say this isn't allowed then they request the variance. I'm mandated by our code to bring these to you. That's why they come in front of you because a customer request to get the variance.

Member Luchini: To the petitioners I do appreciate that you did come to the city and realized that you need to get a variance rather than just pulling in and parking.

Vice-Chairman Buhler: Yes, and if you are approved make us proud.

7. ADJOURNMENT:

Chairman Sisney adjourned the meeting at 4:37 p.m.

PASSED AND APPROVED ON THIS 10th DAY OF MARCH, 2025.

Chris Sisney, Chairman
Planning & Zoning Board



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.3

SUBJECT: Appointment of Jim Apodaca to the Golf Course/Recreation Advisory Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

The Golf Course/Recreation Advisory Board currently has two vacant seats available. On March 3, 2025 the Board unanimously recommended the appointment of Jim Apodaca to serve a 2 year term on the board.

Recommendation:

Appointment of Jim Apodaca to the Golf Course/Recreation Advisory Board.

Attachments:

- Board Application
- -

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-12-2025



City of Truth or Consequences

City Boards Application

Name: Jim Apodaca Address: 880 Marie St. / Truth or Consequences, NM

Phone: 575-740-2996 Email: topo363@hotmail.com

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

- ☐ Airport Advisory Board ☐ Public Arts Advisory Board ☒ Recreation/Golf Course Advisory Board
- ☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Impact Fee Board
- ☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission
- ☐ Other: _____

My qualifications are:

I have lived in TorC since 2002. In that time, I have been a coach for youth soccer and little league. I am currently the head umpire for the Sierra County Little League and I referee youth soccer. I am an avid runner and hiker as well as enjoy fishing and hunting. I occasionally golf (a couple times per year) and have started to get into disc golf. I have three children ages 13 to 17. I currently work for the Forest Service (Black Range Ranger District) as the Recreation Specialist. At work I manage campgrounds, trails, wilderness areas, and work with outfitter guides. I also serve on the Sierra County Tourism Board and sit on the board for the Turtleback Trails Network. My goal is to give back to the community and provide what is best for T or C residents / visitors. If I am selected to serve in this capacity, I will keep an open mind and be open to all ideas. I work typically Monday - Fridays 8:00 am to 4:30, so my availability will be limited during those times. I am also a wildland firefighter, so there may be times that I am pulled out of town to assist with wildfires. If you have any questions, please don't hesitate to reach out to me.

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

Signature: Jim Apodaca Date: 01/31/2025



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.4

SUBJECT: Appointment of Buddy Montoya to the Golf Course/Recreation Advisory Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

The Golf Course/Recreation Advisory Board currently has two vacant seats available. On March 3, 2025 the Board unanimously recommended the appointment of Buddy Montoya to serve a 2 year term on the board.

Recommendation:

Appointment of Buddy Montoya to the Golf Course/Recreation Advisory Board.

Attachments:

- Board Application
- -

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-12-2025



City of Truth or Consequences

City Boards Application

Name: Buddy Montoya Address: 1304 Copper St. Truth or Consequences, NM 87901

Phone: 575-740-2705 Email: montoyabuddy@yahoo.com

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

- ☐ Airport Advisory Board ☐ Public Arts Advisory Board ☒ Recreation/Golf Course Advisory Board ☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Impact Fee Board ☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission
- ☐ Other: _____

My qualifications are:

Former recreation board member for City of Truth or Consequences. Lifetime resident of Sierra County.
Served as member of TorC Fiesta Board. Former official/coach for TorC Little League and NMAA high school baseball/softball. Retired after 25 years of employment with the State of New Mexico. Current substitute teacher for Torc Municipal Schools.

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

Signature: Buddy Montoya BM Date: 2/16/2025



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.5

SUBJECT: Discussion/Action - Memorandum of Understanding Between the County of Sierra and The City of Truth or Consequences for The Provision of Emergency Management Services

DEPARTMENT: Community Development

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

The purpose of this MOU is to outline the terms and conditions under which the County shall provide Emergency Management Services to the City, including but not limited to the development and maintenance of a Hazard Mitigation Plan, training, exercises, and coordination of emergency management efforts.

Recommendation:

Review/Approve MOU

Attachments:

- MOU
-

Fiscal Impact (Finance): Yes

\$10,000.00 Annually

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 3-12-25

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SIERRA AND
THE CITY OF TRUTH OR CONSEQUENCES FOR THE PROVISION OF
EMERGENCY MANAGEMENT SERVICES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the **County of Sierra ("County")**, a political subdivision of the State of New Mexico, and the **City of Truth or Consequences ("City")**, a municipality of the State of New Mexico.

RECITALS:

WHEREAS, the City was incorporated as a municipality after an election wherein the residents of the area approved incorporation pursuant to NMSA 1978, Section 3-2-1 *et seq*; and,

WHEREAS, both the City and County are statutorily charged with protecting the property of the governmental entity and its residents, and to preserve peace and order; and,

WHEREAS, the City desires to enhance its emergency management capabilities and ensure the safety and well-being of its residents through emergency management services provided by the County; and,

WHEREAS, the County is equipped and able to provide Emergency Management Services (EMS), including the preparation and maintenance of a Hazard Mitigation Plan (HMP), to the City; and,

WHEREAS, the County and City wish to formalize an agreement outlining the terms and conditions under which these services will be provided.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. PURPOSE

The purpose of this MOU is to outline the terms and conditions under which the County shall provide Emergency Management Services to the City, including but not limited to the development and maintenance of a Hazard Mitigation Plan, training, exercises, and coordination of emergency management efforts.

2. SCOPE OF SERVICES

The County will provide the following services to the City:

A. Emergency Operations Plan (EOP)

1. The County Office of Emergency Management (OEM) shall prepare, update, and maintain a current Hazard Mitigation Plan for both the City and County.

2. The County will provide a printed copy of the HMP to the City Manager on an annual basis.
3. The County will make presentations upon request to the City regarding the Plan, emergency planning, or disaster relief issues as appropriate.

B. Coordination and Training

1. The County will coordinate workshops, exercises, and training for the City departments in accordance with emergency management best practices.
2. The County will conduct emergency preparedness and disaster relief drills or exercises involving all essential entities of the City to ensure preparedness for a variety of emergency situations.

3. PAYMENT FOR SERVICES

A. Annual Fee: The City agrees to pay the County an annual fee of **Ten Thousand Dollars (\$10,000)** for the provision of Emergency Management Services as described in this MOU.

B. Payment Terms: Payments are due within **30 days of receipt of an invoice** from the County for the services provided.

C. Pro-Rated Payment for Present Fiscal Year: For the current fiscal year ending on June 30, 2025, the annual fee shall be pro-rated, with payment due upon receipt of an invoice from the County.

4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the services outlined in Section 2 in a professional and timely manner. The County will make reasonable efforts to provide these services based on the availability of resources and in accordance with applicable laws and regulations.

5. OBLIGATIONS OF THE CITY

The City agrees to:

1. Ensure timely payment for services provided under this MOU as outlined in Section 3.
2. Provide necessary access and cooperation to County personnel in carrying out the provisions of this MOU.
3. Participate in the planning, coordination, and execution of emergency management activities as requested by the County.

6. LIABILITY:

A. No Party shall be responsible for liability incurred as a result of any 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 and New Mexico Civil Rights Act.

- A. All employees or contractors engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the County's supervision and control and said County shall be solely responsible for the conduct and performance of these individuals.

7. THIRD PARTY BENEFICIARY: This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.

8. PROPERTY: No property shall be acquired as a result of this Agreement, which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

9. SURPLUS FUNDS: After completion of the Agreement's purpose, any surplus money on hand shall be returned in proportion to the contributions made.

10. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS: Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

11. AMENDMENT: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties and approved by the Department of Finance Administration.

12. APPROPRIATIONS: Performance under this Agreement is contingent upon sufficient authority and appropriations.

13. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Mexico.

14. EFFECTIVE DATE, TERM AND TERMINATION OF AGREEMENT:

- A. This Agreement shall become effective January 1, 2025.
- B. This Agreement shall terminate on June 30, 2029, unless extended by mutual agreement of both parties hereto.
- C. This Agreement may be terminated by any Party upon not less than (30) days written notice. Upon termination all obligations incurred under this Agreement shall terminate, except for any payment obligations under section 4.

15. HEADINGS. The headings of the sections of this Agreement are inserted only for convenience or reference and are not intended or to be construed to modify, define, limit or expand the intent of the Parties.

16. SEVERABILITY. If any provision of this Agreement shall be found by a court of competent jurisdiction to be illegal, in conflict with any law of the State of New Mexico or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision found to be illegal, invalid or otherwise unenforceable.

17. FURTHER ASSURANCES. Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

18. NOTICES. Notice required pursuant to this Agreement may be effectuated by submitting a certified letter to the following:

County:

Sierra County Manager
1712 North Date Street
Truth or Consequences, NM 87901

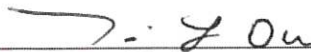
City:

City of Truth or Consequences Manager
505 Sims
Truth or Consequences, NM 87901

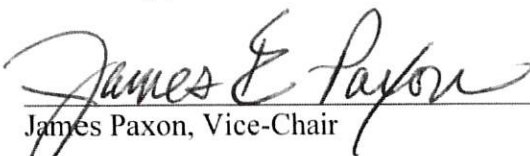
IN WITNESS WHEREOF, each Party has executed this Agreement effective upon the approval of both parties.

Approved, adopted and passed this 28th day of January 2025.

**SIERRA COUNTY
BOARD OF COUNTY COMMISSIONERS**



Travis Day, Chairman

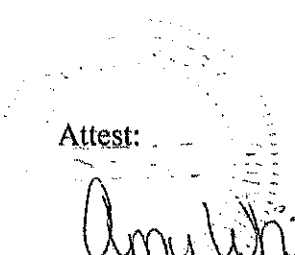


James Paxon, Vice-Chair



Hank Hopkins (Jan 29, 2025 12:18 MST)
Hank Hopkins, Commissioner

Attest:


Amy Whitehead
Amy Whitehead
Sierra County Clerk

CITY OF TRUTH OR CONSEQUENCES

Mayor

Date

Attest:

120524 MOA with T or C for OEM001

Final Audit Report

2025-01-29

Created:	2025-01-29
By:	Monica Zepeda (mzepeda@sierraco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARVaYsh4ogauKAdBwtlijc6PjPBjYXtxy

"120524 MOA with T or C for OEM001" History

-  Document created by Monica Zepeda (mzepeda@sierraco.org)
2025-01-29 - 3:32:39 PM GMT
-  Document emailed to Hank Hopkins (hhopkins@sierraco.org) for signature
2025-01-29 - 3:32:44 PM GMT
-  Email viewed by Hank Hopkins (hhopkins@sierraco.org)
2025-01-29 - 7:17:06 PM GMT
-  Document e-signed by Hank Hopkins (hhopkins@sierraco.org)
Signature Date: 2025-01-29 - 7:18:14 PM GMT - Time Source: server
-  Agreement completed.
2025-01-29 - 7:18:14 PM GMT



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.6

SUBJECT: Discussion/Action – Approve and Accept 2022-2023 Byrne State Crisis Intervention Program (SCIP) Grant Award

DEPARTMENT: Police

DATE SUBMITTED: March 5, 2025

SUBMITTED BY: Chief Luis A. Tavizon

WHO WILL PRESENT THE ITEM: Chief Luis A. Tavizon

Summary/Background: The Byrne SCIP provides funding for the creation and/or implementation of extreme risk protection order (ERPO) programs, state crisis intervention court proceedings, and related gun violence reduction programs/initiatives. The funding for the 2022-2023 SCIP award totals \$41,475.10 and is allocated to support the implementation of specific goals and objectives. The approved grant funding includes \$18,000.00 for personnel salary and wages, \$1,000.00 for in-state and out-of-state travel, \$21,739.10 for contractual services, and \$736.00 for other costs. This allocation will enable the department to effectively execute its planned activities and achieve the objectives outlined in the grant.

Recommendation: Approve the award amount listed above for implementation of ERPO programs.

Attachments:

- Award Letter for 2022-2023 SCIP Grant
- 2022-2023 SCIP SGA for TorC PD
- Award Acceptance Instructions for 2022-2023 SCIP Funding

Fiscal Impact (Finance): No

This grant is 100% fully funded and does **not** require a match.

Legal Review (City Attorney): No

[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. -

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☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 3-12-25



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

February 24, 2025

Truth or Consequences Police Department

Attn: Luis Tavizon, Chief of Police
404 W. Wabash Street
Lordsburg, NM 88045

Dear Chief Tavizon:

On behalf of the New Mexico Department of Public Safety, I am pleased to inform you that your application for the 2022-2023 Byrne State Crisis Intervention Program Grant (15PBJA-23-GG-00024-BCSI) has been approved for funding. After careful review of your application and available federal funds, the Truth or Consequences Police Department has been awarded **\$41,475.10**.

If you have any questions regarding this notification, please feel free to contact Patricia Romero, Grants Management Bureau Chief, at (505)487-3483.

Thank you for your continued commitment to supporting New Mexico's crisis intervention efforts.

Sincerely,

Jason R. Bowie
Cabinet Secretary



**NEW MEXICO DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU**

2022-2023 SCIP AWARD ACCEPTANCE INSTRUCTIONS & CHECKLIST

Congratulations on your 2022-2023 Bryne State Crisis Intervention Program (SCIP) Grant award! The attached subgrant agreement serves as the official document binding the subgrantee and New Mexico Department of Public Safety.

To indicate full acceptance of the terms and conditions of this subgrant agreement, please have the agreement and attached certifications executed by the authorized subgrantee Certifying Official and the Program Agency Director. These individuals should have the authority to enter into a contract on behalf of the fiscal agency.

To accept your 2022-2023 SCIP subaward, the signed subgrant agreement and attached certifications should be submitted to the New Mexico Department of Public Safety Grants Management Bureau by mailing the original copy of the documents to the address below:

*Department of Public Safety
Grants Management Bureau
ATTN: Maggie Romero
4491 Cerrillos Rd.
P.O. Box 1628
Santa Fe, NM 87504-1628*

The signed documents may also be emailed to margaret.romero@state.nm.us to expedite acceptance, however a physical copy **must** still be mailed to the above address. Requests for reimbursement will not be processed until the physical copy is received.

Upon receipt of all completed documentation, the Grants Management Bureau will forward all documents to the Awarding Official for execution.

Upon execution, the Grants Management Bureau will provide an original of the signed agreement to the subgrantee.



Checklist of Required Documents for Acceptance

- ☐ One original subgrant agreement executed by the Certifying Official of the fiscal agency and the Program Agency Director;
- ☐ EEOP Certification;
- ☐ Privacy Certification;
- ☐ Confirmation of registration for the mandatory FY22-23 SCIP Kick-off meeting. Attendance is required for all staff members responsible for managing the grant and submitting reimbursement requests.

Federal Award Identification Number: 15PBJA-23-GG-00024-BSCI

Award Date: February 13, 2023

Subgrantee Name: Truth or Consequences Police Department

Subgrantee Agreement Number: 22-SCIP-TORCPD-SFY25

Total Subgrantee Pass through Award Amount: \$41,475.10

Subgrantee UEI Number: YRPKBBU1EJ8

Grant Term: March 1, 2025 – June 30, 2026

CFDA #16.738

2022-2023 Byrne State Crisis Intervention Program (SCIP) Grant Award

This Subgrant Agreement made effective March 1, 2025, by and between the New Mexico Department of Public Safety (NMDPS), acting through the Administrative Services Division - Grants Management Bureau (GMB) herein referred to as the “BUREAU” and the Sierra County Clerk’s Office, serving as the Fiscal/Fiduciary Agency for the Truth or Consequences Police Department, as the Program herein, jointly referred to as the “SUBGRANTEE,” with the Bureau and Subgrantee collectively referred to as the “parties.”

WHEREAS, this Subgrant Agreement is made by and between the Bureau and the Subgrantee, pursuant to Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 1339); 28 U.S.C. 530C. As authorized by the Bipartisan Safer Communities Act of 2022, the Byrne State Crisis Intervention Program (SCIP) provides formula funds to implement state crisis intervention court proceedings and related programs or initiatives, including, but not limited to, extreme risk protection order programs that work to keep guns out of the hands of those who pose a threat to themselves or others, mental health courts, drug courts, and veterans treatment courts.

WHEREAS, the Bureau is the designated State Administering Agency (SAA) in New Mexico that may apply for the SCIP formula grant and administer funds to other state agencies and local units of government. The Bureau is, therefore, responsible for: coordination of SCIP funds among state and local justice initiatives; preparation and submission of the state SCIP application; administration of SCIP funds including establishing funding priorities; distribution of funds; and supervision of the Subgrantees’ compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to subgrantees; is responsible for submitting financial reports, programmatic reports, performance measures, and 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 SCIP subgrant proposals, and administering SCIP 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 SCIP Program for the purpose of implementing activities that qualify for funding under the SCIP 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 2022-2023 SCIP program solicitation, and any other relevant rules, laws, and regulations. The Byrne SCIP provides funding for the creation and/or implementation of extreme risk protection order

(ERPO) programs, state crisis intervention court proceedings, and related gun violence reduction programs/initiatives. The funding for the 2022-2023 SCIP award totals \$41,475.10 and is allocated to support the implementation of specific goals and objectives. The approved grant funding includes \$18,000.00 for personnel salary and wages, \$1,000.00 for in-state and out-of-state travel, \$21,739.10 for contractual services, and \$736.00 for other costs. This allocation will enable the department to effectively execute its planned activities and achieve the objectives outlined in the grant.

2. The Bureau will leverage SCIP funding to support efforts from courts as well as local and state law enforcement agencies who demonstrate a comprehensive approach, which includes training and outreach, to the implementation of the Extreme Risk Protection Order (ERPO) programs. Per the priorities identified by the State Crisis Intervention Advisory (SCIA) Board of the DEAC, SCIP funding in New Mexico will be used to support the following priorities:

- A. Training on Extreme Risk Protection Order (ERPO) programs
- B. Funding for Law Enforcement Crisis Intervention Programs or initiatives

SECTION TWO: SCOPE OF WORK

- The Subgrantee agrees that it shall implement its program as detailed in its submitted 2022-2023 Byrne State Crisis Intervention Program (SCIP) Application (attached as Attachment A). Specifically, the Subgrantee shall use grant funds to achieve the following goals and objectives outlined below.

Goal #1 – Enhancing Crisis Intervention and Gun Violence Response through ERPO Training and Law Enforcement Crisis Management – The Truth or Consequences Police Department (TCPD) will only use grant funds to improve its firearm-related crisis response, crisis intervention, and ERPO application through approved training programs. The department will prioritize specialized training on ERPO implementation, crisis intervention, and firearm-related investigations.

All funding for training, travel, outreach, and personnel costs (including overtime) must be directly related to these objectives.

- **Objective 1: ERPO Application and Crisis Intervention Training for Officers –**
 - Officers will receive approved training on ERPO legal procedures, crisis de-escalation, and firearm-related response.
 - Training will focus on preventing gun violence by equipping officers with ERPO application knowledge and crisis management skills.
- **Objective 2: Train-the-Trainer Program for ERPO and Crisis Response –**
 - Officers who complete ERPO and crisis intervention training will train personnel at the TCPD and neighboring agencies.
 - Additional training will be provided to school officials and community partners on recognizing crisis signs and law enforcement's role in ERPO enforcement.
- **Objective 3: Enhancing Firearm-related Investigations and Crisis Response –**
 - Officers will receive approved training on ERPO enforcement, firearm-related crime scene preservation, and high-risk crisis response.
 - Training will include scenario-based exercises on managing firearm-related crises and applying ERPOs effectively.

Only training directly related to ERPO and crisis intervention is allowable under this grant.

- **Goal #2 – Strengthening Community Outreach and Public Engagement through ERPO Education and Crisis Intervention –** TCPD will only conduct outreach efforts that align with ERPO awareness, firearm safety, and crisis intervention education.
 - **Objective 1: Educating the Community on ERPO and Crisis Management –**
 - Outreach materials (banners, informational pamphlets) will focus only on ERPO procedures, gun safety, and crisis intervention strategies.
 - Educational initiatives will not extend beyond these approved topics.
 - **Objective 2: Hosting Community Meetings on ERPO and Crisis Response –**
 - Public forums will strictly cover ERPO application, crisis intervention strategies, and firearm-related crisis prevention.
 - Law enforcement will provide guidance on identifying high-risk individuals and supporting ERPO enforcement.
 - **Objective 3: Partnering with Schools for ERPO and Crisis Awareness –**
 - Schools will receive training on firearm safety, recognizing crisis situations, and understanding ERPO laws.
 - The TCPD will collaborate with district attorneys, juvenile probation, and parole officers to provide legally sound ERPO education.

Outreach activities outside of ERPO and crisis intervention topics are not permitted.

- **Goal #3 – Supporting ERPO-Related Events and Crisis Response Through Overtime Funding –** Overtime (OT) funding must be used exclusively for ERPO-related events and law enforcement crisis intervention response.
 - **Objective 1: Overtime for ERPO-related Community Engagement and Education –**
 - Officers may work overtime only to conduct ERPO-focused outreach and firearm crisis awareness programs.
 - **Objective 2: Overtime for ERPO-related Crisis Incident Response –**
 - Overtime must be dedicated to responding to ERPO-related incidents and firearm-related crises.
 - **Objective 3: Overtime for ERPO Investigations and Crisis Management –**
 - Officers working overtime may only assist with ERPO enforcement, firearm-related crime investigations, and crisis intervention support.

Any overtime use outside of ERPO training, enforcement, and crisis intervention response is not allowed under this grant.

Key Restrictions & Compliance Requirements

Overtime (OT), outreach, and all other grant-funded activities must directly support the two priorities identified in paragraph two of section one. Any use of funds outside of these approved areas is not permitted.

1. **All approved activities (training, outreach, and overtime) must be directly related to ERPO implementation or crisis intervention.**

2. Funding cannot be used for activities beyond these two approved areas.

• **Approved Grant Funding for Implementation of Goals and Objectives is as follows:**

- Personnel Salary and Wages @ \$18,000.00
- In-state and Out of state Travel \$1,000.00
- Contractual Services @ \$21,739.10
- Other Costs @ \$736.00

TOTAL FUNDING = \$41,475.10

Budget Line-Item Breakdown:

Category/Description	Budgeted Amount
Salaries and Wages	
Overtime for 14 Patrol Officers	\$18,000.00
Total Salaries and Wages	\$18,000.00
Travel	
Travel for 2 officers to attend crisis intervention and ERPO related trainings.	\$1,000.00
Total Travel	\$1,000.00
Contractual Services	
Investigation Training for 7 officers as it relates to crisis intervention and advanced crisis intervention trainings.	\$14,761.60
De-escalation Training	\$4,477.50
Reality Based Training focused on real-world scenario crisis situations	\$2,500.00
Total Contractual Services	\$21,739.10
Other Costs	
Informational pamphlets providing the community with details on ERPO and crisis awareness.	\$500.00
Banners for gun safety and ERPO awareness events	\$236.00
Total Other Costs	\$736.00
Total Subaward Request for Truth or Consequences Police Department	\$41,475.10

- 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 March 1, 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 SCIA Board 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 subgrantees' programs.
 - A. If extenuating circumstances exist, applicants may petition the SCIA Board for relief from the reversion of unexpended funds.
 - B. Upon review and analysis of the petition, the SCIA Board through the Bureau shall forward their recommendation to the Cabinet Secretary of the Department of Public Safety for disposition.
 - C. In all cases, the Cabinet 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, 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 the applicable overtime policy for all participating agency(s), for the Bureau's review for compliance and approval, in writing, prior to any overtime being reimbursed.

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 Office of Justice Programs (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 subcontractor.
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 it 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 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.
12. 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 \$5,000.00. The Bureau 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 \$5,000.00, or it is transferred, replaced, or otherwise disposed of. No property or equipment shall be disposed of without prior approval by the Bureau. 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.
13. 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: [US DOJ OIG](#) .

For further information about whistleblower rights and protections, please see the Whistleblower Protection page on OIG's website at: [Whistleblower Rights and Protections](#) .

14. 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 **\$41,475.10**.
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 SCIP 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 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, above; 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 Subgrantee's 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 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 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination 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, currently, also sets out rules and requirements that pertain to subgrantee and 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.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at Code of Federal Regulations), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

2. Compliance with DOJ regulations to civil right 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.

3. 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 FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2023 award.

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 [Part 200 Uniform Requirements](#).

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 are 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

4. Employment eligibility verification for hiring under the award

- A. The Subgrantee (and any subrecipient at any tier) must --
 - i. 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).
- B. Notify all persons associated with the Subgrantee (or any subrecipient at any tier) who are or will be involved in activities under this award of both--
 - i. This award requirement for verification of employment eligibility, and
 - ii. 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.
- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirements for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- D. 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.
- E. Monitoring
 - i. The Subgrantee's monitoring responsibilities include monitoring of subrecipients' compliance with this condition.
- F. Allowable Costs
 - i. 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.
- G. Rules of construction
- H. Staff involved in the hiring process.
 - i. 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.
 - ii. 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 ([E-Verify.gov](https://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.

- iii. "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.
- iv. 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.
- v. Nothing in this condition, including in paragraph 6.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 ([E-Verify.gov](https://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.

5. OJP Training Guiding Principles

Any training or training materials that the Subgrantee, at any tier – develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at [Training Guiding Principles for Grantees and Subgrantees | Office of Justice Programs](#)

6. 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 [US DOJ Award Condition: Interact with participating minors](#) (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

7. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The 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 [DOJ Award Condition: General appropriations](#) and are incorporated by reference herein.

Should a question arise as to whether a particular use of federal funds by a subgrantee 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.

8. 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."

9. Potential imposition of additional requirements

The Subgrantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

10. 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 Subgrantee is to contact the Bureau for guidance.

11. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subgrantee, 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.

12. 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").

13. Requirement for data on performance and effectiveness under the award.

Upon request from the Bureau, Subgrantee must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to the Bureau in the manner (including within the timeframes) specified by the Bureau and mandated by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14. 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 2024](#), including any updated version that may be posted during the period of performance. The Subgrantee agrees to comply with the DOJ Grants Financial Guide.

15. 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.

16. 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.

1. In accepting this award, the Subgrantee—
 - a. 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
 - b. 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.
2. 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.

17. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in the award requirements.

18. 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 [US DOJ Award Condition: Noncompetitive Procurement](#). (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.

19. 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 Subgrantee 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 US DOJ Award Condition: Prohibited Conduct-Trafficking (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.

20. Reporting potential fraud, waste, and abuse, and similar misconduct

The Subgrantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award –

- A. submitted a claim that violates the False Claims Act; or
- B. 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) Grants Management Bureau Chief.

Additional information is available from the DOJ OIG website at [US DOJ OIG Hotline](#).

21. 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 [US DOJ Award Condition: All subawards \("subgrants"\)](#) (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

22. 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 [SAM.gov](https://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 [US DOJ Award Condition: SAM and Universal Identifier Requirements](#) (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).

23. 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.

24. FFATA reporting: Subawards and executive compensation

The SAA must comply with applicable requirements to report first tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the

five most highly compensated executives of the recipient and first tier subrecipients (first tier “subgrantees”) of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at [Award Condition: Reporting Subawards and Executive Compensation](#), and are incorporated by reference here. The Subgrantee will cooperate with the Bureau in the event it requires more information regarding Subgrantee’s highly compensated executives.

This condition, including its reporting requirements, does not apply to- (1) an award of less than \$30,000, or (2) an award made 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).

25. Cooperating with OJP Monitoring

The subgrantee agrees to cooperate with the Bureau and OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subgrantee agrees to provide to the Bureau and OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the subgrantee agrees to abide by reasonable deadlines set by the Bureau and OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subgrantee's DOJ awards, including, but not limited to, withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subgrantee as a DOJ High Risk grantee; or termination of an award(s).

26. Required monitoring of subawards

The Bureau must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award. Additionally, Subgrantees agrees to cooperate in any requests for information regarding its performance and use of subawards.

27. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

28. 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: [DOJ BJA Global Standards Package 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.

29. Avoidance of duplication of networks

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.

30. 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.

31. 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.

32. 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.

33. Assessments

The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activity within this project.

34. Websites

Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Website is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

35. Media

Any written, visual, or audio publications, with the exception of press releases, whether published at the Subgrantee's or government's expense, shall contain the following statements: "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." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36. 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.

37. Legal Authority

The Subgrantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the Subgrantee entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The Subgrantee further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

38. 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.

39. Limited English Proficiency – (LEP)

Subgrantee must ensure Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the internet at LEP.gov.

40. Body Armor – Compliance with NIJ standards and other requirements

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 SCIP 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 ([NIJ Compliant Products List](#)). 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: [NIJ: Body Armor](#). In addition, if recipient uses funds under this award to purchase body armor, the recipient must have a “mandatory wear” policy in effect. 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.

41. Unmanned Aircraft Systems (UAS)

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.

42. Facial Recognition Technology (FT)

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.

43. 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 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 activities in 52. A-E, below, 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 [BJA OJP NEPA Guidance](#), 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.

44. Medication Assistance Treatment (MAT)

Regarding medication-assisted treatment (MAT), the Subgrantee understands and agrees to the following:

- A. All clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated;
- B. BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse;
- C. MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial;

- D. While under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications;
- E. Federal funds shall not be used to support activities that violate the Controlled Substance Act, 21 U.S.C 801-904.

45. Drug Court Components

All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA and National Association of Drug Court Professionals (NADCP) publication: *Defining Drug Courts: The Key Components* at [Defining Drug Courts: THE KEY COMPONENTS](#). During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

46. Behavioral Health Crisis Care Program

The Subgrantee understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: [National Guidelines for Behavioral Health Crisis Care](#).

47. Extreme Risk Protection Order Programs

Extreme risk protection programs funded by SCIP 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.

48. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

49. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

Upon request by the Bureau or as required by the OJP, the Subgrantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently "FAPIIS").

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	Elaine Smokes
807 7 th Street NW	State Policy Advisor
Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202)598-7139
Email: askOCR@usdoj.gov	Email: Elaine.smokes@ojp.usdoj.gov

STATE ADMINISTERING AGENCY

Department of Public Safety	Maggie Romero
4491 Cerrillos Rd.	Grants, Program Coordinator
Santa Fe, NM 87504	4491 Cerrillos Rd.
	Santa Fe, NM 87504
	Telephone: (505) 548-0920
	Email: margaret.romero@dps.nm.gov

SUBGRANTEE REPRESENTATIVES

Truth or Consequences Police Department	Luis Tavizon, Chief of Police
507 McAdoo St.	507 McAdoo St.
Truth or Consequences, NM 87901	Truth or Consequences, NM 87901

	Telephone: (575) 894-1185
	Email: ltavizon@torcnm.org
City Clerk's Office	Angela Torres, City Clerk
505 Sims St.	505 Sims St.
Truth or Consequences, NM 87901	Truth or Consequences, NM 87901
	Telephone: (575) 894-6673
	Email: aatorres@torcnm.org
	TBD, City Manager
	505 Sims St.
	Truth or Consequences, NM 87901
	Telephone: (575) 894-6673
	Email: TBD

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. The Bureau may approve extensions when requested by the Subgrantee, and its decision regarding approval will be determined on a case-by-case basis.
 - B. The Bureau 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. Overtime 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 _____

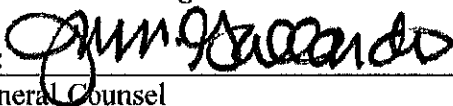
DEPARTMENT OF PUBLIC SAFETY:

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:  for
General Counsel

Date: 02/21/25 _____

Julie Gallardo for Matthew Chavez
Printed Name _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.7

SUBJECT: Comprehensive Plan Steering Committee/Stakeholder Selection

DEPARTMENT: Community Development

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: [Click here to enter text.](#)

Summary/Background:

The first step to begin the process of the City Comprehensive Plan update is to establish a steering committee. Committee should be a combination of City officials, stakeholders and the public. Staff is requesting designation of 2 Commissioners for this committee. In addition, staff would like the Commission to reach out to various members of the public and recommend 1-2 members of the public to serve on the committee. Additional members should be a combination of both stakeholders and the public. Committee members need to have the ability to attend virtual and/or in-person meetings.

Recommendation:

Select 2 Commissioners to serve on the steering committee

Attachments:

- Comprehensive Plan Presentation
- Steering Committee Member Description
- 2014 Comprehensive Plan – (Available for download on the City Website under: [Community Development](#))

Fiscal Impact (Finance): Yes

CDBG Planning Grant Award \$50,000.00 with \$5,010.32 Cash Match

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

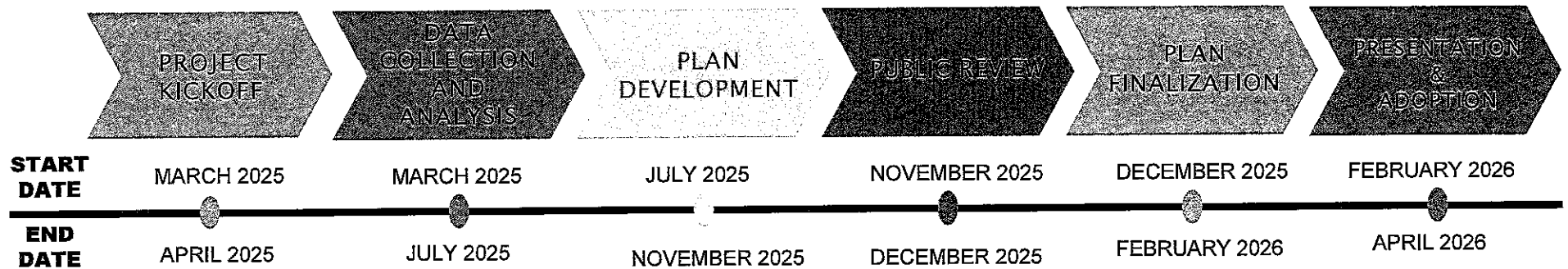
File Name: CC agendas 3-12-25

**Truth or
Consequences**

**2025 Comprehensive
Plan Update**



TASK TIMELINE



KEY AREAS OF FOCUS





PROJECT INITIATION AND PUBLIC ENGAGEMENT

- **Kickoff Meeting:** Establish project objectives, key deliverables, and a communication framework with City officials, stakeholders, and the public.
- **Community Engagement Plan:** Use workshops, surveys, and digital platforms to gather input, ensure inclusivity, and maintain transparency through updates and feedback mechanisms
- **Stakeholder Collaboration:** Engage key partners and conduct targeted outreach to align planning efforts and maximize community input.





DATA COLLECTION AND ANALYSIS

Analyze land use, zoning, and growth projections; assess economic trends, infrastructure, water resilience, and transportation networks; and evaluate housing stock and affordability .

PLAN DEVELOPMENT

Develop a comprehensive plan with policy updates, investment priorities, and sustainability strategies for long-term resilience.

PLAN FINALIZATION AND ADOPTION

Finalize the plan, gather public input, secure approval, define implementation strategies with funding sources, and ensure plan adoption.



Steering Committee Member Description

Purpose

Steering Committee Engagement and Responsibilities - As a steering committee member there will be a time commitment of 1 - 1.5 hours every other month for the duration of the project to discuss Comprehensive Plan progress and receive input. The timeline will be from April 2025 through April 2026. A key component of ensuring project success is actively engaging committee members who bring invaluable expertise and insight that can focus and guide a project toward its strategic goals and objectives.

1. Advisory to the Plan

- The Steering Committee is a guiding body that provides informed insights on policy decisions, priorities, and project scope.
- The Committee ensures that all relevant factors are considered when shaping the plan's vision and goals.

2. Institutional Knowledge & Insight

- Members possess deep knowledge of current processes and industry standards, helping to avoid overlooked requirements or missed deliverables.
- Their background knowledge contributes critical information which strengthens decision-making.

3. Provide Relevant Information for Evaluation and Analysis

- Steering Committee members actively share pertinent documents, studies, and reports.
- Participate in informed Decision-Making

4. Active Participation in Study and Discussions

- Through workshops, forums, and review sessions, the Committee uncovers potential risks early, identifies opportunities, and refines objectives
- Ongoing dialogue ensures that ideas are vetted and improved before finalizing critical decisions.

5. Meet on the Comprehensive Plan Update Process Progress

- Regular meetings allow the Committee to review milestones, track deliverables, and ensure alignment with overarching goals.
- If conditions change or new information emerges, the Committee can recommend timely adjustments to keep the plan on course.

6. Formal Project Approval

- The Steering Committee's final endorsement confirms that all criteria have been met, and the plan is ready to be presented.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.8

SUBJECT: Adding a Seasonal Program Casual Employee Position
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: March 7, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

After analyzing the benefits and drawbacks of employing seasonal versus full-time employees, highlighting cost savings, and flexibility as key factors, our recommendation or request would be to hire 10 seasonal employees at the rate of \$15.19 with no benefits. These employees would work for no longer than 172 days, from April 1st to September 19th. Filling those positions at in the Parks department, Streets, Pool and Golf Course or as directed by the City Manager.

Recommendation:

Recommendation as noted above.

Attachments:

- Draft Proposal

Fiscal Impact (Finance): Yes

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-12-25

Proposal: Seasonal employees Vs Full-time employees

Current seasonal openings:

2 in parks - \$13.12

4-6 at pool - \$12.50

Break down of employee cost:

- A full-time position at \$12.50 an hour costs \$18.38 per hour with benefits (health benefits/PERA/PTO) = \$40,841.84 per year
A seasonal position at \$15.19 an hour for 172 days = \$20,901.44 per year
- A full-time position at \$13.12 an hour costs \$19.01 per hour with benefits (health benefits/PERA/PTO) = \$42,260.40 per year
A seasonal position at \$15.19 an hour for 172 days = \$20,901.44 per year

Positions this may affect:

Park Maintenance I - \$13.12

Park Maintenance II - \$15.19

Pool Supervisor - \$15.95

Part Time Golf Course Pro-Shop Clerk - \$13.00

Casual Golf Course Pro-Shop Clerk - \$12.50

Part Time Golf Course Maintenance Worker - \$13.78

Notes:

- According to Livingwage.mit.edu, a livable wage in Sierra County, New Mexico, for 1 adult, 0 children is \$18.45 an hour, for 1 adult and 1 child is \$32.67
- Minimum wage is currently \$12.00 per hour in the state of New Mexico

Our recommendation:

After analyzing the benefits and drawbacks of employing seasonal versus full-time employees, highlighting cost savings, and flexibility as key factors, our recommendation or request would be to hire 10 seasonal employees at the rate of \$15.19 with no benefits. These employees would work for no longer than 172 days, from April 1st to September 19th. Filling those positions at in the Parks department, Streets, Pool and Golf Course or as directed by the City Manager.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.9

SUBJECT: Discussion/Action – FY2024 Community Project Funding Grant Agreement B-24-CP-NM-1489

DEPARTMENT: Community Development

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: [Click here to enter text.](#)

Summary/Background:

The City was awarded a grant appropriation via Senator Heinrich on 8-28-2024 in the amount of \$4,300,000.00 for Water System Improvements. Funding is being administered through the Department of Housing and Urban Development. All applicable documents have been submitted and approved. The Grant Agreement is now ready for signature. Preliminary project is for design and construction/replacement of various waterlines as identified on the project map

Recommendation:

Approve and Sign Grant Agreement

Attachments:

- FY2024 Community Project Funding Grant Agreement B-24-CP-NM-1489
- Preliminary Project Map

Fiscal Impact (Finance): Yes

\$4,300,000.00 Reimbursement Grant

Legal Review (City Attorney):

[Choose an item.](#)
[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 3-12-25

**FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-NM-1489**

Grantee Name: CITY OF TRUTH OR CONSEQUENCES
Grantee Address: 401 McAdoo Street, Truth or Consequences, NM 87901-0000
Grantee's Unique Entity Identifier (UEI): YRPKBBHU1EJ8
Grantee's Employer Identification Number (EIN): 856000144
Federal Award Identification Number (FAIN): B-24-CP-NM-1489
Assistance Listing Number and Name: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date: 08/13/2024
Period of Performance/Budget Period End Date: 08/31/2032

This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and CITY OF TRUTH OR CONSEQUENCES (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2024 (Public Law 118-42) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on March 5, 2024 (Explanatory Statement) as deemed to be amended by the Further Consolidated Appropriations Act, 2024 (Public Laws 118-47).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$4,300,000.00 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as

described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the approved Project Narrative and/or Budget, the Grantee must submit a formal letter to HUD's Office of Economic Development - Congressional Grants Division (CGD) Director through the assigned Grant Officer in accordance with HUD's instructions for amending the Project Narrative and/or Project Budget found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The CGD will notify the Grantee of whether HUD approves or disapproves of the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in HUD's Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds under the Consolidated Appropriations Act, 2024, and the Explanatory Statement, as modified by the Further Consolidated Appropriations Act, 2024 or a later act, are incorporated by this reference and made part of this Grant Agreement. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307, program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. Any program income that cannot be expended on allowable costs under this Grant Agreement must be reported and paid to HUD within 120 days after the period of performance, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can

amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific conditions that HUD may apply to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including all requirements 2 CFR part 200 provides with respect to a subaward, except the audit requirements in 2 CFR part 200, subpart F.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After March 9, 2024, neither the Grantee nor any of its contractors, subrecipients, and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before March 9, 2024, until one of the following occurs:

(i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds;

(ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which by this reference are incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must sign the corresponding certification in Appendix 8 to this Grant Agreement and return it to HUD with this Grant Agreement. The Grantee must include in its award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using the *Disclosure of Lobbying Activities*

(SF-LLL) form. In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. Unless the Grantee is a Federally recognized Tribe, the Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility

functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict-of-Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

T. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, an employee of the Grantee or a subrecipient—as well as a personal services contractor—who makes a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

U. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds

obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use DRGR to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Approved Project Narrative and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2032.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these

reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.31, and 200.314.

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to close out the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The

Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with grant funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving:
 - i) the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E);
 - ii) a certification of the costs; and
 - iii) the amounts and sources of other project funds.
4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions,

and reports the Grantee is required to make to HUD under this Grant Agreement must be made in accordance with HUD's grant instructions found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

CITY OF TRUTH OR CONSEQUENCES

(Name of Organization)

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____

Brooke Bohnet,
Associate Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

The approved narrative has been appended to the end of the grant agreement.

APPENDIX 2 – Approved Budget

The approved budget has been appended to the end of the grant agreement.

APPENDIX 3 – Grantee's Indirect Cost Rate Information

As the duly authorized representative of the Grantee, I certify that the Grantee:

- ☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate %	Direct Cost Base
-----------------------------	-------------------------	------------------

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-NM-1489

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix III to Part 200 (for Institutions of Higher Education); Appendix IV to Part 200 (for nonprofit organizations); Appendix VII to Part 200 (for state and local governments and Indian Tribes); and Appendix IX to Part 200 (for hospitals).

APPENDIX 4 –

Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the grantee must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C); (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures.

Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency.

During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions.

For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, considering the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

(a) Provisions applicable to a grantee that is a private entity.

(1) Under this award, the grantee, its employees, subrecipients under this award, and sub-recipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the grantee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.

(b) Provision applicable to a grantee other than a private entity.

(1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.

(c) Provisions applicable to any grantee.

(1) The grantee must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The grantee must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the grantee must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) *Definitions. For purposes of this award term:*

"Employee" means either:

(1) An individual employed by the grantee or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

"Private Entity" means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX 8 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

NOTE: This certification is not required for Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe through the tribe's sovereign power. However, this exemption does not apply to State-recognized Indian tribes and TDHEs established under State law.

NARRATIVE

Project Narrative

Project Name: City of Truth or Consequences System Redundancy and Hydraulic Enhancements -Phase II

Project Purpose: The replacement of failed and deteriorated water system components throughout the City of Truth or Consequences (T or C) city wide to provide a safe and reliable source of drinking water to residents.

Project Scope: The project will involve the planning, design, environmental clearance, permitting, letting, and construction of water system improvements to replace failed, leaking, and deteriorated components within the City's existing water distribution system. The project will construct approximately 16,400 linear feet of failed waterlines. The new waterlines will significantly reduce water loss, increase system resiliency, and improve water quality by eliminating sources of contamination during breaks.

The City of T or C's existing water system is composed of distribution network components dating back to the 1930s. Due to age, many of these components are beyond their useful life and are in poor condition. This has led to an exponential increase in waterline leaks and breaks. In 2022, the City responded to more than 400 waterline leaks/breaks resulting in a water loss in excess of 20 million gallons for the year. It was reported that in one day, 30 waterlines broke. As the system continues to fail, water in some parts of the city could be shut off for a week at a time, further disrupting the quality of life for nearly 6,000 residents. It also threatens operations at the city's five public schools, nursing home, regional hospital, and public businesses.

This Project for the FY 24 HUD Grant application scope of work includes replacement of 6,400 linear feet of 6" cast iron (CI) waterline in Pershing St. from 9th Ave. to 6th Ave., then along 6th Ave. from Pershing St. to Kruger St. The replacement waterline will be 10-inch and 8-inch C-900 PVC to enhance the flow of water to the northeastern portion of the city. This project will design a total of 16,400 linear feet which will include the scope of the FY 25 HUD grant application. By designing both scopes under the FY24 HUD grant application this will allow the design to be completed for both grants and bid and constructed under the same construction contract, since the FY 25 HUD grant will not be available for a year after the FY24 HUD grant. The FY 25 HUD Grant Application will cover the construction administration and construction observation for both FY 24/25 HUD Grants.

The project for the FY 25 HUD Grant application scope of work will include three sections of a total of approximately 10,000 linear feet of new waterline in critical areas of the city to replace the aging waterlines that cause a burden on the city water operation & maintenance department and a connection to three main transmission lines to provide redundancy and water transmission to the city. (1) Install 1,820 linear feet of 14-inch C-900 PVC through the roundabout between New School Rd and Smith Ave across Date St. (2) Replacement of 4,930 linear feet of 6-inch AC and 8-inch CI waterline from Smith Ave. to 9th St. along Date St., Barton Ave., and Pershing St. with 12-inch C-900 PVC waterline. (3) Replacement of 3,250 linear feet of 6-inch AC and 8-inch CI waterline on 8th Ave. from Silver St. to Kruger, then along Kruger St. from 8th Ave. to 3rd Ave. The design of this project will be completed under the FY24 HUD Grant and the construction administration and construction observation for both

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-NM-1489

NARRATIVE

FY 24/25 HUD Grants will be done under this FY25 HUD grant project.

The planning has begun and has identified the critical waterline replacements. The design professional services have not begun, but City staff and department coordination has identified the critical areas and lines requiring replacement. Although the HUD-NEPA environmental review has not been started, we anticipate no negative impact to the surrounding environment with most of the work to be conducted within previously developed utility and roadway rights-of-way, except for approximately 1,820 linear feet new utility easements will be required. Once the grant agreement has been executed, the City intends to utilize a consultant for the completion of the environmental review process and begin coordination with the Regional Environmental Officers to determine the level of environmental review necessary for the project. All CPF funds are expected to be fully expended within three years.

	Total	CPF FY24 Funding	CPF FY25 Funding
<i>Project Funding</i>			
HUD FY24 Funding B-24-CP-NM-1489	\$ 4,300,000.00	\$ 4,300,000.00	
HUD FY25 TBD Funding	\$ 5,574,109.00		\$ 5,574,109.00
Total Project Funding	\$ 9,874,109.00	\$ 4,300,000.00	\$ 5,574,109.00
<i>Pre-Development - Engineering Services</i>			
Environmental Review Process	\$ 15,000.00	\$ 15,000.00	
Field Survey Data Collection	\$ 220,000.00	\$ 220,000.00	
Design Plan Set Preparation	\$ 820,000.00	\$ 820,000.00	
Engineering NMGR	\$ 84,400.00	\$ 84,400.00	
Total Engineering	\$ 1,139,400.00	\$ 1,139,400.00	\$ 0.00
<i>Development - Construction by Contractor</i>			
Construction	\$ 6,900,000.00	\$ 2,660,500.00	\$ 4,239,500.00
Contingency	\$ 690,000.00	\$ 266,000.00	\$ 424,000.00
Construction NMGR	\$ 607,200.00	\$ 234,100.00	\$ 373,100.00
Development Total	\$ 8,197,200.00	\$ 3,160,600.00	\$ 5,036,600.00
<i>Development - Engineering Services</i>			
Bidding Phase - Letting	\$ 33,700.00		\$ 33,700.00
Construction Administration	\$ 144,000.00		\$ 144,000.00
Full Time Construction Observation	\$ 320,000.00		\$ 320,000.00
Engineering NMGR	\$ 39,809.00		\$ 39,809.00
Engineering Total	\$ 537,509.00	\$ 0.00	\$ 537,509.00
Total Project Cost	\$ 9,874,109.00	\$ 4,300,000.00	\$ 5,574,109.00
<u>Funding Remaining/Shortfall</u>	\$ 0.00	\$ 0.00	\$ 0.00

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

Funding Name	Amount
NO_VALUE	NO_VALUE

CPF – ESTIMATED FUNDING

Funding Source	Estimated Funding		
	NO_VALUE		
	Total	CPF FY24 Funding	CPF FY25 Funding
<i>Project Funding</i>			
HUD FY24 Funding B-24-CP-NM-1489	\$ 4,300,000.00	\$ 4,300,000.00	
HUD FY25 TBD Funding	\$ 5,574,109.00		\$ 5,574,109.00
Total Project Funding	\$ 9,874,109.00	\$ 4,300,000.00	\$ 5,574,109.00
<i>Pre-Development - Engineering Services</i>			
Environmental Review Process	\$ 15,000.00	\$ 15,000.00	
Field Survey Data Collection	\$ 220,000.00	\$ 220,000.00	
Design Plan Set Preparation	\$ 820,000.00	\$ 820,000.00	
Engineering NMGR	\$ 84,400.00	\$ 84,400.00	
Total Engineering	\$ 1,139,400.00	\$ 1,139,400.00	\$ 0.00
<i>Development - Construction by Contractor</i>			
Construction	\$ 6,900,000.00	\$ 2,660,500.00	\$ 4,239,500.00
Contingency	\$ 690,000.00	\$ 266,000.00	\$ 424,000.00
Construction NMGR	\$ 607,200.00	\$ 234,100.00	\$ 373,100.00
Development Total	\$ 8,197,200.00	\$ 3,160,600.00	\$ 5,036,600.00
<i>Development - Engineering Services</i>			
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Construction Administration	\$ 144,000.00		\$ 144,000.00
Full Time Construction Observation	\$ 320,000.00		\$ 320,000.00
Engineering NMGR	\$ 39,809.00		\$ 39,809.00
Engineering Total	\$ 537,509.00	\$ 0.00	\$ 537,509.00
Total Project Cost	\$ 9,874,109.00	\$ 4,300,000.00	\$ 5,574,109.00
<u>Funding Remaining/Shortfall</u>	\$ 0.00	\$ 0.00	\$ 0.00

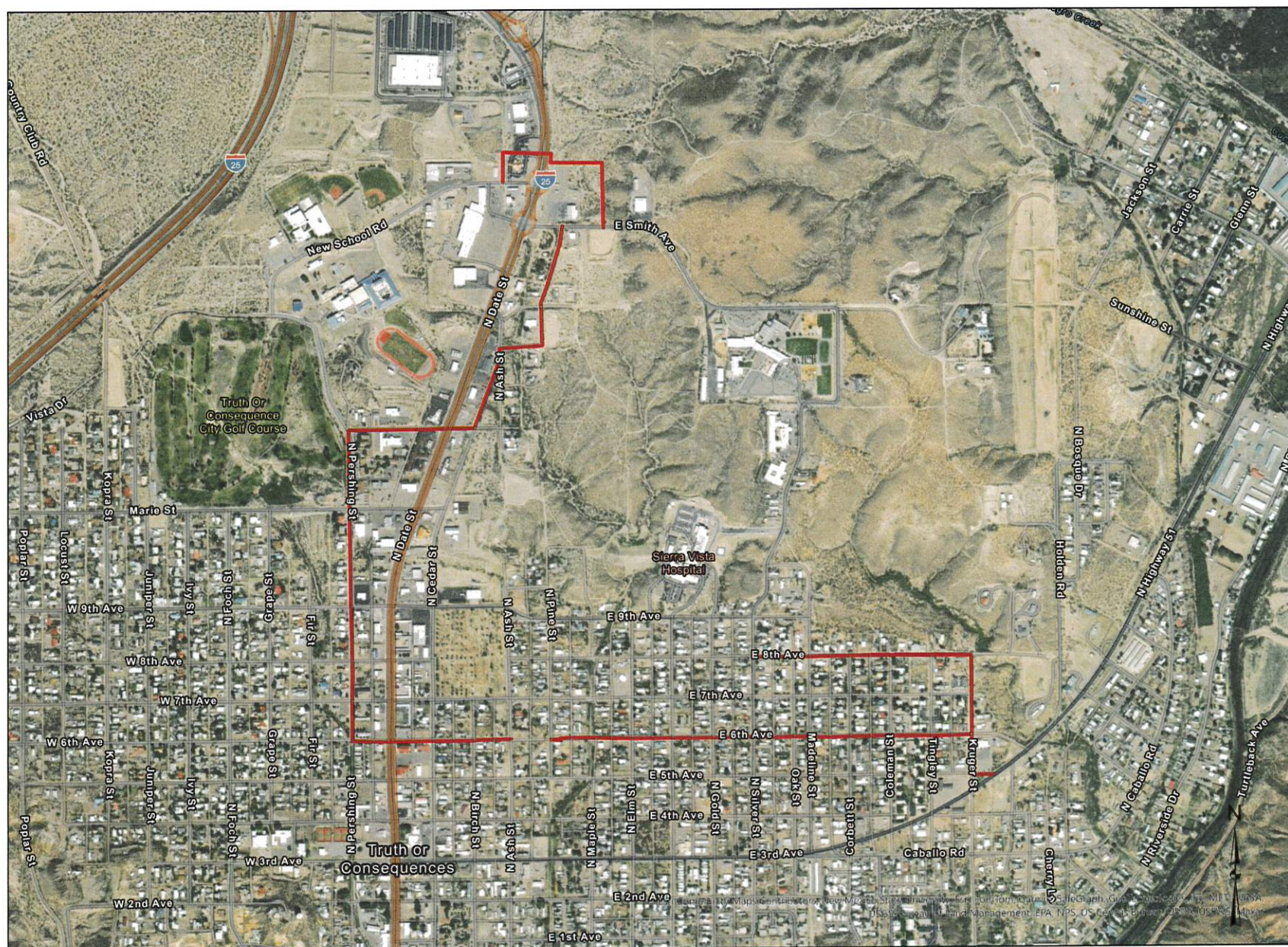
**Truth or Consequences
Waterline and Roadway
Project Status**

Legend

**WATER MAINS
PROJECT**

— HUD FY24-FY25
— <all other values>

**T OR C
HUD FY24- FY25**





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.10

SUBJECT: Review, Approve and/or Allocate Funds to the Sierra County Sheriff's Posse-Arena for Improvements and Fiesta Rodeo Advertisement

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Commission approval of the Sierra County Sheriff's Posse-Arena application for Improvements and Fiesta Rodeo Advertisement.

Recommendation:

The applicant requested \$5200.00 and the LTAB recommended the award of \$4,000 because some items included in the budget were not determined to put heads in beds.

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$4,000.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-12-25

FY25 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: February 24 2025

Applicant: Sierra County Sheriff's Posse

Project(s) Applied For:

1) Fiesta Rodeo

Amount Requested: \$5200 Amount Approved: \$4000

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount: Some items included in the budget were not determined to put "heads in beds"

Scope of Work	Award Amount Approved
1) Promotional flyers	\$200
2) Promotional posters	\$100
3) Promotional window stickers	\$100
4) Sierra County Sentinel	\$100
5) El Paso Times	\$400
6) Arizona Daily Star	\$700
7) Albuquerque Journal	\$400
8) Talon Septic	\$2000

ADVERTISING & PROMOTION CONTRACT
Contract # 2025-03-008

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 Sheriff's Posse herein referred to as "Contractor".

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodgers Tax funds to the Contractor to aid the Contractor's promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of \$4000.00 to the Contractor for a period commencing on March 12, 2025, and continuing through June 30, 2025.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor's application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

- d. All invoices must be turned into the City Clerk's Office no later than the last business day of **May 2025**.
 - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such

provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
17. **Access to Records:**
- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.

22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. **Interest of other Local Public Officials:** No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Gary Whitehead, City Manager

Date

Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please initial each requirement:

- _____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.
- _____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.
- _____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.
- _____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)
Designee No. 1: _____ Phone No. _____
Designee No. 2: _____ Phone No. _____
- _____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.
- _____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.
- _____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this 12th day of March 2025

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, FEBRUARY 24, 2025**

SPECIAL MEETING

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, February 24, 2025 at 12:00 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Foerstner.

ROLL CALL:

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

ALSO PRESENT:

Katy Martinez, Deputy City Clerk

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

- a. Regular Meeting Minutes of January 27, 2025

Member DeMarino made a motion to approve the minutes. Member MacKenzie seconded the motion. Motion carried unanimously.

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

There were no comments from the public at this time.

4. NEW BUSINESS:

- a. Discussion/Action: Sierra County Sheriff's Posse-Arena Improvements and Fiesta Rodeo Advertisement. Amy Rosenberg

Sherry Farr Sheriff's Posse Manager: I'm the manger with the Sierra County Sherriif's Posse we have done some paper work for the lodger's tax and we aren't sure what we need to do next.

Vice-Chairman Kelly: We will ask you questions and we will let you know if its approved. If its approved it goes to City Commission and then they have to approve it and then you are good to spend money. There is a whole process. That is why we are holding the meeting now so that you will get in there long before fiesta.

Sherry Farr Sherri's Posse Manager: We filed it with the City Clerk's office. That was one thing we needed to do.

Member DeMarino: So, tell us about what you're asking for money for.

Sherry Farr Sherri's Posse Manager: Mostly for the Fiesta Rodeo. Every year the Sierra County Sheriff's Posse puts on a Fiesta Rodeo. It's a big event it draws a lot of people into the town. We are going to have a Friday night performance and a Saturday afternoon performance with bands Saturday night. We need corrals fixed, we need roof repair, advertising, paint we need the corals painted we got some painted last year but we didn't get it all done.

Karen Chavez Sherri's Posse Treasurer: What we had turned in last month says the dance will be Friday night but it will be Saturday night. I'm the tressure for the Sierra County Sherri's Posse. If we are approved, I'm going to have to learn how it all works.

Vice Chairman Kelly: We can help with that.

Chairman Foerstner: Have you guys come to us before? How did you know to come to us?

Sherry Farr Sherri's Posse Manager: No, the Posse has not come to you before.

Karen Chavez Sherri's Posse Treasurer: We had a different tressure last year Laura Steinman.

Chairman Foerstner: I don't think they have ever come to us before. How did you normally fund this and why are you coming to us now for it?

Sherry Farr Sherri's Posse Manager: Because Wendy has told us there are funds available and we need help putting it on.

Karen Chavez Sherri's Posse Treasurer: We are a non-profit and we make a lot of donations back to the community especially children.

Member DeMarino: That doesn't have to do with us. Are you and IRS non-profit or are you a state non-profit.

Karen Chavez: Sherri's Posse Treasurer 501-C3.

Member Demarino: On your application on the last page it says per the city ordinance you must submit the IRS and Secretary of State proof of good standing.

Karen Chavez Sherri's Posse Treasurer: we are learning as we are going. We were told when we weren't on the agenda last meeting to get this information. I think that's what you need.

Member Demarino: These are good.

Vice-Chairman Kelly: Good to know that's a big deal to us because we cannot provide funding for things that are not.

Karen Chavez Sherri's Posse Treasurer: Wendy has really helped us. I have only been treasurer coming up on a year. We are learning what you guys need.

Member DeMarino: Did you ever get form that says you are a non-profit. This is just your assignment of your employee identification.

Karen Chavez Sherri's Posse Treasurer: I can go back and look through everything.

Member DeMarino: When you apply for a non-profit, they send you and EIN number but then the next paper they send you is if you have been approved to be a non-profit usually.

Karen Chavez Sherrif's Posse Treasurer: I can go back and through what as given to me.

Member DeMarino: I just want to say for clarification lodgers tax comes in every year and it's quite a bit of money. The way that it works out is there are 2 pots of money. One pot goes to the lodger's tax board and that money is specifically for promotions with the intentions to getting people to come to events and stay overnight those kinds of things, putting heads in beds. The second pot of money which goes to the city is for infrastructure upgrades and improvements for facilities that would bring visitors. I can check with the rest of the board while I think we can look over your advertising thing. I think that the city pot of money is really the one that would cover any of your infrastructure improvements.

Vice-Chairman Kelly: I will say though that in this application there are no infrastructure improvements.

Member DeMarino: There aren't.

Member MacKenzie: They are in the right up but they aren't in the budget.

Member Demarino: If you look at the budget, they have 700, 1,100 and 1,200 in the top part.

Chairman Foerstner: 12,000

Member DeMarino: no 1,200

Vice-Chairman Kelly: It's a typo.

Member Demarino: 450 and 250 is 700 and 500 is 1200. The second part is 900 and 11 that's 2,000. Then the porter potties would be 2000. If that's a typo then what they are asking for 5,200. Is that correct?

Sherry Farr Sherrif's Posse Manager: Wendy you can speak to that.

Destiny Mitchell: We had originally done the blue budget part and then they changed a couple things and I don't remember what exactly they changed. This request says their asking for \$16,000 what does your packer say?

Member DeMarino: \$16,000

Member MacKenzie: But the numbers don't add up that's what we are saying.

Member DeMarino: On the very last page Destiny under media and merchandise it says total \$12,000 but if you add it up its \$1,200.

Destiny Mitchell: It should be \$1,200.

Vice-Chairman Kelly: So, \$5,200 is your ask?

Member DeMarino: Are there no bathrooms at the rodeo arena.

Sherry Farr Sherrif's Posse Manager: Yes, but they need a lot of repairs, the pipes all froze and we are replacing a lot of stuff.

Member DeMarino: How many porter potties and hand washing stations does \$2,000 cover?

Destiny Mitchell: It's the same thing we do for Fiesta its roughly between 12 to 15 of the individual ones, they do a hand wash station and they do a handy cap porter potty.

Member DeMarino: 12 bathrooms?

Destiny Mitchell: 12 to 15 individual porter potties.

Member DeMarino: That's a lot.

Destiny Mitchell: Talon gives a us a good deal.

Member DeMarino: If the bathrooms where all running how many are there?

Sherry Farr Sherrif's Posse Manager: 2.

Member DeMarino: 2 bathrooms with how many toilets in each?

Sherry Farr Sherrif's Posse Manager: 2

Member DeMarino: So, you have 4.

Destiny Mitchell: But for the capacity of a rodeo, they have to have more.

Sherry Farr Sherrif's Posse Manager: We have to have the porter potties scattered all around the grounds.

Destiny Mitchell: The occupancy level is based on the number of bathrooms you have.

Member DeMarino: How many people do you expect to come to this?

Member Harrington: It said about 2,500.

Member DeMarino: Is that right 2,500.

Sherry Farr Sherrif's Posse Manager: We hope so.

Member DeMarino: What did you get last year?

Sherry Farr Sherrif's Posse Manager: We don't have those numbers. We had the stands full. The bleachers were full last year.

Destiny Mitchell: I was there last year and Friday night it was packed.

Member DeMarino: I don't know what that means.

Destiny Mitchell: I would say between 750 to 800 people where there on that night. That was not just in the arena but also in their trucks on the other side of the property but partaking in the festivities.

John Terrell Sheriff's Posse Board Member: We did not have bathrooms out there because the city sewer did not work right last year.

Member Harrington: Is there room for 2,500 if it was packed?

Destiny Mitchell: No, it was through the whole weekend. It's not just one night.

Member DeMarino: How many rodeos are there?

Sherry Farr Sherrif's Posse Manager: 2

Member DeMarino: Friday and Saturday?

Sherry Farr Sherrif's Posse Manager: Yes, we have them throughout the year. People will be staying the night in RV's and pull trailers.

Member Demarino: That's a problem. RV's and pull trailers don't help a whole lot. It does help a little but people who stay in RV's and pull trailers don't pay lodgers tax, they don't stay in hotels, they eat in there RV. There will be other people but it's not really.

Sherry Farr Sherri's Posse Manager: Those are manly your rodeo contestants.

Wendy Kessinger Sheriff's Posse Board Member: For that weekend the company that is coming in that is going to help with the rodeo, the stock contractor we have to put them up in a hotel.

Sherry Farr Sherri's Posse Manager: They requested it as part of their bid.

Wendy Kessinger Sheriff's Posse Board Member: The Posse does a lot for the 4-Hers that come in they have gymkhanas all the time.

Member MacKenzie: That's awesome but it doesn't have anything to do with how we make our decisions.

John Terrell Sheriff's Posse Board Member: I think the Fiesta committee had done a survey recently saying that the rodeo was the biggest draw for Fiesta weekend.

Member MacKenzie: Can you give an estimation on how many of attendees where locals and how many where out of towners not including the participants in the rodeo?

John Terrell Sheriff's Posse Board Member: I wouldn't know.

Wendy Kessinger Sheriff's Posse Board Member: A lot of our rodeo people do come from Arizona, Oklahoma, Colorado they do have a pull that comes in and a large local as well.

Member MacKenzie: Yes, of course. Will there be a way for you to track if fund this can the person selling tickets ask the attendees are you from town or out of town so we can have better statistics.

Wendy Kessinger Sheriff's Posse Board Member: Yes.

Member DeMarino: How do you think you would do that?

Karen Chavez Sherri's Posse Treasurer: At the gate. Ask them.

Member DeMarino: And then what?

Karen Chavez Sherri's Posse Treasurer: Tab them who's out of town and who is local.

Chairman Foerstner: You have never done that before?

Sherry Farr Sherri's Posse Manager: No, we have not.

Destiny Mitchell: The good news about their location is that you have to pass through a check in point as opposed to downtown fiesta we are just walking around asking people questions.

Member MacKenzie: Yes, it would be easy.

Vice-Chairman Kelly: I will say that at the visitors center last year the only people that said they came for fiesta came specifically for the rodeo. They were from Belen; Alamogordo they were from New Mexico they weren't from any outside New Mexico. They had to spend the night. I Just wanted to let you guys know.

Member DeMarino: If you had to guess how many people would you say from out of town stay overnight?

Karen Chavez Sherri's Posse Treasurer: I would say 300 people. It's a guess but yes.

Sherry Farr Sherri's Posse Manager: Visiting posses come and march in the parade with us.

Member DeMarino: They stay overnight?

Sherry Farr Sherrif's Posse Manager: A lot of them do yes, they haul their horses down and then they come to the rodeo.

Member MacKenzie: I sat next to a lady last year whose boyfriend or husband was participating and she thought the area was so beautiful. She said they were coming back for vacation. I think definitely get out of towners.

Karen Chavez Sherrif's Posse Treasurer: We are going with a rodeo contractor this year that is NMRA sanctioned which means they are also sanctioned with Grand Canyon and they will be promoting and they might be bring their town contestants in.

John Terrell Sheriff's Posse Board Member: Also, the Women's Pro Rodeo Association.

Member DeMarino: How many more seats do you expect to fill this year then you did last year?

Sherry Farr Sherrif's Posse Manager: We are hoping to get bleachers from the Fair board.

Member DeMarino: How many would that be. I don't know what those look like.

Sherry Farr Sherrif's Posse Manager: Like 200.

Member DeMarino: You are expecting to get 200 more people per day?

Karen Chavez Sherrif's Posse Treasurer: We hope so.

Sherry Farr Sherrif's Posse Manager: We are really promoting it.

Destiny Mitchell: Beings as it is the 75th anniversary and our Grand Marshal is Steve Stucker, we got Metalachi coming and some other big draws coming anyways I Invision that the whole weekend is going to be bigger for the rodeo also.

Member DeMarino: They said it was packed last year. So how many more people? What is the capacity? If we can only bring 200 more people is \$5,200 dollars a reasonable amount to bring 200 more people because that's all the seating there is. That's just where my thinking is.

Chairman Foerstner: We always want a higher return of investment then breaking even. If we are giving you \$5,000 for promotion, we don't want to just have up to \$1,000 of hotel extra sales we want to get almost 5 times return. I know that's not always possible but. We ask for a 90-day report after you are done so you can give us those numbers and let us know how many people came and then we base future years based on that.

Member MacKenzie: Can I make a suggestion the food situation at the event. We ended up having to leave both years because the line is to long there is not a variety of food. I bet you can get people staying there and more attracted to your event if you have more than just that little one burrito situation maybe get an additional food truck out there.

Karen Chavez Sherrif's Posse Treasurer: That's just our big fundraiser.

Sherry Farr Sherrif's Posse Manager: We make money out of the kitchen because we don't charge for the arena for the gymkanas and the jr. rodeo.

Member DeMarino: But if people are leaving you're not making that money.

Destiny Mitchell: There is also the potential where you could charge the food truck and take a percentage of the food truck which we have done in the past also.

Sherry Farr Sherrif's Posse Manager: Something to look into thank you.

Member DeMarino: I'm ready to talk about what you're asking for. Does anybody else need preliminary questions?

Vice-Chairman Kelly: I was going to ask about the printed material. The flyers, posters where are you going to distribute those and how?

Karen Chavez Sherri's Posse Treasurer: We have a women coming in from Albuquerque that she would distribute them in Albuquerque and all the way down this direction. We plan on putting them down south, also on Facebook we have a pretty good reach on Facebook.

Sherry Farr Sherri's Posse Manager: We are going to so the local newspaper, radio.

Member DeMarino: We are going to do one at a time. She just asking about the distribution. We will ask about all the other things. You have 3,000 copies of a flyer is that reasonable? Do you think you are going to be able to pass out 3,000 flyers?

Sherry Far Sherri's Posse Manager r: If we go to all the different towns around.

Wendy Kessinger Sheriff's Posse Board Member: We can also send them out of town to Oklahoma, Arizona.

Member DeMarino: Where do you put them? Do you just out them on a stack? I don't know where they go I can see you taking them to a town but where do they go?

Karen Chavez Sherri's Posse Treasurer: In their local establishments.

Sherry Farr Sherri's Posse Manager: They will be at the Fast Stops, I always put one at the senior center everywhere in town, all the local shops.

Destiney Mitchell: They will be around town. Part of what Fiesta is doing Mo got all of our rap cards in for Fiesta the first batch last week we are going to be sending those out to a list of all the different visitors centers, chamber of commerce. We made rap cards specifically for the rodeo as well. That is a cost that we are doing also. Whatever we send out with Fiesta we also be tagging them on to it. What are resources are they will be utilized for them as well.

Vice-Chairman Kelly: You are going to partner with them?

Destiny Mitchell: Yes, we are but we have enough to do specifically for Fiesta this is for the Sheriff's Posse Rodeo. They are here as the first time in a long time. They use to come all the time back 20 years ago they would ask for money. This is there first time to try it again and see what they can come up with and then build on that.

Member DeMarino: I see 3 different Facebook pages for the Sierra County Sheriff's Posse.

Karen Chavez Sherri's Posse Treasurer: There is one that says official page. Like I said most of us right here are new to the Sheriff's posse. If we can figure how to get the other ones off but I don't know how to and I don't have anything to do with the other ones that are put on there.

Member DeMarino: I just didn't know which one was yours and it's not a page it's a group that's different.

Karen Chavez Sherri's Posse Treasurer: I don't know anything about that.

Member DeMarino: Destiny knows you guy can get with her later to help you with an actual page.

Vice-Chairman DeMarino: Pages can do adds, groups can't.

Destiny Mitchell: Is it only a group?

Member DeMarino: Yes.

Karen Chavez: Sherrif's Posse Treasurer The one we have been using is. I don't know what the other 2 are.

Member DeMarino: What is the 500 hundred posters?

Destiny Mitchell: 500 quantities of 11x17 posters.

Member DeMarino: I have done lots of events and I have never done 500. I mean it's hard to find 500 places.

Destiny Mitchell: As far as the flyer copies, I would say that it could be knocked down \$3,000 is a little excessive and then the 500 for posters.

Member Harrington: Knock it down how much?

Destiny Mitchell: I would go 200 max.

Member DeMarino: That's plenty even if you are putting them out of town. You only need one in a place its not like flyers.

Destiny Mitchell: I have a couple of our Fiesta volunteers that once our posters come in, our banners are already in they were given to BO they are suppose to go up. Our other banners are suppose to be heading out of town so again as we get out Fiesta committee to do that there will be a stack of whatever they are promoting also.

Member Harrington: For the rubber bracelets is that to pass out at the rodeo. I don't know if that would put heads in beds necessarily. It would be a cool souvenir.

Destiny Mitchell: It's also a way they can help track how many people came.

Member DeMarino: They have to come in through the gate.

Member Harrington: They sell tickets at the gate.

Member MacKenzie: How about window stickers where do those go?

Sherry Farr Sherrif's Posse Manager: Those are for the back of the car instead of a bumper sticker.

Member Harrington: Those are going out before the event or at the event?

Sherry Farr Sherrif's Posse Manager: At the event.

Member DeMarino: Those are 10 cents apiece?

Vice-Chairman DeMarino: Does the sticker promote the Sheriff's Posse Rodeo at Fiesta so if people put in on the back of there car it is something that will be seen over and over again where ever you go.

Sherry Farr Sherrif's Posse Manager: Right 75 anniversary Sheriff's Posse Anniversary.

Member Harrington: Its going to say Truth or Consequences New Mexico?

Sherry Farr Sherrif's Posse Manager: It can.

Member DeMarino: If we are going to pay for it then it needs to.

Destiny Mitchell: Ill get them the logo.

Vice-Chairman Kelly: Do you want it to show 75th because that event specific?

Member DeMarino: I don't care about the 75th, but Truth or Consequences Sheriff's Posse Rodeo, Truth or Consequences, New Mexico.

Member MacKenzie: Do you guys have a website.

Member DeMarino: No, it says at the bottom that they are going to get one.

Destiny Mitchell: Mo is going to be the one who designs these for them. It will have all the registered trademarks.

Member Harrington: Mo does everything good.

Destiny Mitchell: Mo does do everything good.

Member MacKenzie: Printed and newspaper ads, we don't do local so we can cross that right off.

Vice-Chairman Kelly: We can do local it needs to be a smaller percentage then everything else and it looks like it is.

Member MacKenzie: I'm only interested in 2 through 3 but when are the ads running in the El Paso times, Arizona Daily Star and Albuquerque Journal?

Destiny Mitchell: Our price release for Fiesta just got drafted this morning to go out local. The price release is going to precede a lot of these but we are going to placing specific advertisement in April, the first week of April to the second week of April in these printed magazines and that's through the Fiesta side of it. We will again do the same thing with the Sheriffs Posse so we are not duplicating our efforts we will send them in together. If they have a separate pot to pay for their ad as opposed to our ads and Fiesta asked for 4 more magazines besides the ones listed here. These ones are targeted more towards El Paso, Arizona, Albuquerque.

Vice-Chairman Kelly: These are newspapers.

Destiny Mitchell: What did I say?

Vice-Chairman Kelly: Magazines.

Member DeMarino: Do you sell the tickets in advance?

Sherry Farr Sheriff's Posse Manager: We have not.

Member DeMarino: If we are going to be advertising this where it hasn't been advertised before and you only have 200 more seats and people show up. I'm just worried is there going to be seating for these people when they get here. If you have seating for 200 more people and 400 more people, come then what?

Member Harrington: There should be a limited number of tickets.

John Terrel Sheriff's Posse Board Member: Maybe next year we will money to start getting more seating.

Member DeMarino: Im not talking about next year because you will have a bad reputation by next year if people show up with no seats. I went to a football game one time paid a bunch of money to get there, I didn't have a seat so I never went back.

Destiny Mitchell: I can't say that I think that would be a sever issue. When I was there last year the stands that they have where all packed, there were kids lined up at the fence. On the other side of the arena on the hill behind was trucks parked with people on their tailgates even seating inside versus finding a way to stand or something like that.

Member MacKenzie: That's no desirable I'm a local and I only drove 10 minutes and it was uncomfortable for me. I had the lovely experience with the lady but there where drunk people, there where kids but they where teenagers standing against the fence so my young niece couldn't see. There is definitely some logistical issues with accommodating people.

Member Harrington: If we agree to advertise in the outside areas, can you guys figure out a way to sell tickets online so that people are traveling super far are guaranteed a ticket and a spot and everyone who didn't get a ticket standing room.

Destiny Mitchell: Ruana just put up on our Facebook page today the vendor sponsor and the parade form to fill out and pay online. We can add a link on there for the Sheriffs Posse. Another thing was the radio stations both Bravo Mic and the one in Albuquerque wanted to do give aways of tickets and they asked if we had any events that they can promote and give away tickets and I thought the rodeo would be one Mr. Fiesta and any of our ticketed events. If you guys have a way and you want to set a limit based off of your capacity and say we are only going to sale 500 tickets per night.

Member Harrington: Tell people that purchases their tickets, however many fit on the bleachers and then if there is over flow just let them know that there is no more bleachers space left but if they want to stand.

Wendy Kessinger Sheriff's Posse Board Member: We might be able to block off our already bought ticket holder's area then the over flow goes into the other side.

Member DeMarino: That sound good. I'm just worried about people coming not having a seat. Looking at this I'll tell you my personal thoughts. I'm fine with the porter potties, I'm fine with the advertising out of town and smaller amount for local. The window stickers are they going out before the event or where you going to pass those out during.

Member Harrington: They said at the event.

Vice-Chairman Kelly: Its marketing for future years.

Member Harrington: As long as it has Truth or Consequences, New Mexico on it.

Member DeMarino: Ok that's fine. I'm not big on the rubber bracelets and smaller number of posters and printed material.

Member MacKenzie: I agree.

Member Harrington: So that would be \$550 on the upper part and what did we want to put the Sentinel at. I think a schedule is good because people ask.

Member MacKenzie: I have \$400 for the upper part, \$200 for the flyers, \$100 for posters, take out the bracelets and then \$100 for the stickers so \$400. I'm of the mind to take out the Sentinel.

Member Harrington: I think the schedule is important though.

Member DeMarino: Do you guys have any money in your account to buy all these things.

Vice-Chairman Kelly: You would get reimbursed.

Member DeMarino: Yes, you have to pay upfront and then get reimbursed.

Karen Chavez Sherri's Posse Treasurer: That was one of our questions. We are learning.

Member DeMarino: Ok, that's fine.

Karen Chavez Sherrif's Posse Treasurer: We would spend the money and then as long as we are approved turn in whatever we needed to so we can get reimbursed.

Member DeMarino: This is how it goes. Lodgers Tax board we vote to make a recommendation to the city commission. It then gets put on the city commission agenda then they have to approve it. You don't need to be present that day but if they approve it then you can spend the money. Once you spend the money there is a reimbursement form you submit. You would submit a copy of the flyer with and a copy of all the ads you did along with the reimbursement form and you would get that money back from the city.

Vice-Chairman Kelly: Is Mo doing you ads?

Destiny Mitchell: Yes, he will be helping them with the ads.

Vice-Chairman Kelly: Ok, we just need to make sure that the T or C brand is in there or else you won't get reimbursed.

Destiny Mitchell: Mo is doing the ads and Dean is doing the writing of the articles.

Member Harrington: For the tracking of the ask them where there coming from, how many nights they are staying and if they are staying in T or C.

Member DeMarino: We have a templet of a tracking thing I will send it to Destiny and she can get it over to you guys.

Chairman Foerstner: If you do online sales, you can put that tracking on there right. Put a bubble that ask them.

Destiny Mitchell: Yes, its already live on the website on our Fiesta page for sponsor, vendor, parade. We are just going to add one now for rodeo and it's all separated out.

Chairman Foerstner: It will track if they are coming for the night?

Destiny Mitchell: Yes, we can get that information for you.

Karen Chavez Sherrif's Posse Treasurer: What you guys are talking about is that it shows somewhere that it came from lodgers' tax.

Chairman Foerstner: That they are staying the night. We want to know how many are staying the night.

Karen Chavez Sherrif's Posse Treasurer: But what you are saying that she will have everything on there.

Destiny Mitchell: Yes, it will have the branded logo for the City of T or C.

Member Harrington: But when you are asking them in person it will be those same questions.

Member DeMarino: I'll send you that tracking thing that I have.

Destiny Mitchell: I think you sent it to me before but.

Member DeMarino: That's ok I'll send it again.

Member MacKenzie: Here is what I'm about to purpose \$200 for printed material, \$100 for poster, \$100 for window stickers, \$400 for El Paso, \$700 for Arizona Star, \$400 for Albuquerque and \$2,000 for sanitation. Eliminating the Sierra County Sentinel and rubber bracelets entirely. Its as total of \$3,900. Reducing number one to \$200, reducing 1a. to \$100, eliminating 2, 3 as is and eliminating the Sentinel.

Member Harrington: That would still be like 1,300 copies of flyers.

Member DeMarino: That's fine they are 15 cents apiece that's not. If they are going to get them in multiple places and have little stacks. Its going to be hard to get rid of that many flyers but.

Chairman Foerstner: I just think the Sentinel will put more heads on beds then potter potties.

Vice-Chairman Kelly: We have to have the potter potties.

Chairman Foerstner: I know but we don't have to fund it. They can fund it out of their own money. I just want to see heads on beds so I'm all about advertising. But if you guys want to fund potter potties im cool with it.

Member DeMarino: I would like to give them \$100 towards the add in the Sentinel. That will help a little bit any way. That would make it \$4,000. I'm going to move to fund \$4,000 and they will give you specifics on what that break down was. Destiny has it.

Member DeMarino made a motion to approve amended total of \$4,000 to the Sierra County Sheriff's Posse-Arena for Improvements and Fiesta Rodeo Advertisement. Member Harrington seconded the motion.

Motion carried unanimously.

b. Discussion/Action: MainStreet Truth or Consequences second Saturday Art Hop- ad in the New Mexico Field Guide. Becca Eza

Member DeMarino: Before we start, I just want to state that Gina Kelly and I are on the MainStreet Board and anything that we do we do not receive any kind of funding for it.

Becca Eza Executive Director MainStreet T or C: I am here to ask you guys for funding to run a full-page ad in the Mexico Field Guide for Second Saturday Art Hop. New Mexico Field Guide in the year I have been with MainStreet I have had several different gallery owners mention to me how important this publication is for them getting the serious part of collectors to town. The people that are actually going to come and spend money on high dollar art and support the galleries. This is a publication that goes out every year it is in circulation between May and October. There is a small section for each different city and state that has enough to create this section there is little listings for individual galleries. We do put small Second Saturday Art Hop notification in there. This year we are hoping to put a full page add to bring people to town and bring attention to the fact that we do this every month of the year.

Member DeMarino: How will we track people going to that?

Becca Eza Executive Director MainStreet T or C: The plan is to have Charlie design the add using our redefine branding elements that we have been using already for that campaign because we have something that works on what we are putting out there. With this particular one we are going to ask her to use a QR code that is unique to this publication so that we can use google analytics and track what kind of attention we are getting and that will link directly to our MainStreet T or C Second Saturday Art Hop page. I have been working on ways to keep it updated so it's always current. I'll put up the events as we hear about them for the following month but sometimes, I don't update it for a couple weeks after so it will show what last months was. I have changed the format just a little bit so immediately I will update the date for the next months art hop but then leave the listings for the previous month stating what happened in February so that people see that's what was going. Then leave a note to check back at the beginning of March. Just some changes to that.

Member DeMarino: This one is just a yearly version its not a monthly or bimonthly?

Becca Eza Executive Director MainStreet T or C: Yes, this is for the year. It goes out in May. It is circulated throughout the state, it's also online available as a digital download.

Member Harrington: I have never heard of them. Where can people get them? Do they have to sign up for a subscription?

Vice-Chairman Kelly: This replaced The Magazine correct in Santa Fe?

Becca Eza Executive Director MainStreet T or C: Art Burger from the Center Gallery always gets a couple boxes shipped to him, then he works on getting them around town here.

Member DeMarino: Do we know how many they have and do they have any online presence.

Becca Eza Executive Director MainStreet T or C: They are online but I think it's more you can download this publication online versus a website that's doing regular updates.

Member MacKenzie made a motion to approve a total of \$2,185 to the Truth or Consequences Second Saturday Art Hop-Ad in the New Mexico Field Guide. Member Harrington seconded the motion. Motion carried unanimously.

c. Discussion/Action: MainStreet Truth or Consequences Desert Ultra Trail Race. Becca Eza

Becca Eza: We are requesting funding for to put a print add in the Ultra Runner Magazine which has a circulation of about 10,000 plus online presence. It a national magazine their demographics are tend to be more middle class and wealthier people who spend money on running and who will travel to run races, 69% of their readers have previously run a 50k race. These are the kind of people we want to market to have them say "hey let's go on trip to this weird little town in New Mexico and run this race in November."

Member DeMarino: Why is it in November this year?

Becca Eza: November 8th, it's the day of second Saturday art hop. It's a good time to show case the town to people.

Vice-Chairman Kelly: What's the name of the magazine?

Becca Eza: Ultra Runner. The funding request for this is a little bit odd because of the fiscal year goes. They have put together a potential package for us that includes print adds in 3 of their upcoming magazines and some additional online things.

Vice-Chairman Kelly: These 2 adds will run before the end of June?

Becca Eza: Yes, the second one comes out in the June/July magazine.

Vice-Chairman Kelly: So, you will get the tear sheet and invoice in time then.

Becca Eza: We have been in touch with them about how, if possible, we need to have it by the end of May to be able to pay the invoice and request reimbursement. The third add would be coming out after that so I plan to return to you guys probably in May to ask for additional funding for Desert Ultra and at that point I would include the other things that we have previously received funding for and the third part of this because it crosses the fiscal year unfortunately.

Member MacKenzie: Does that \$400 for graphic design cover all 3 adds or just the 2?

Becca Eza: Yes, that is a higher end estimate. Mo said its probably not going to take him that much time but that would be the max that he would estimate.

Vice-Chairman Kelly: He also has to do the digital ads.

Becca Eza: I put that on there. It likely will be less then that. Again, with this one like with the Field Guide, we are planning on putting a QR code that is unique to this so that we can also use that to track what kind of reach.

Chairman Foerstner: Can you clarify how many awards we have done for Desert Ultra this year?

Vice-Chairman Kelly: None for this year.

Chairman Foerstner: So, this is the first one ask for us for this coming one?

Becca Eza: In this current fiscal year this would be the second. We asked for funding last July for the race that happened last October. For this current race this is the first ask.

Chairman Foerstner: That was on update last time so we haven't awarded you anything for this year?

Becca Eza: No, I gave the update at the last meeting.

Chairman Foerstner: You are coming back for more later?

Becca Eza: I plan to come back in May and ask for the rest of what we would like for the rest of the next fiscal year.

Chairman Foerstner: You are just getting ahead with this one add.

Becca Eza: Yes, because we want to go ahead and get this one out otherwise, we are looking at not getting advertising in this national magazine until July and that's kind of to late to have people plan a trip to come here.

Member DeMarino made a motion to approve a total of \$1,800 to the Truth or Consequences Desert Ultra Trail Race. Member MacKenzie seconded the motion. Motion carried unanimously.

5. COMMENTS FROM THE BOARD:

Member DeMarino: I talked with the T or C Pride group and with Mary Beth we went over her application we talked about it one of the big things they wanted was T-shirts. I let them know how lodgers tax works and we are really looking to get people here. We created a whole application that would have been \$4,000 which would have been more advertising to get people into town for the June one and then get ahead for the October one. I thought it was a pretty good application. She got back to me to let me know that she met with the other people in the committee and they didn't have the money to do it. I explained how some organizations do it where they order 2 things put in their reimbursement get paid for back for that and then do the rest of it. You can use that same money twice and she said they were not in a position to be able to do that at this time. She is thinking maybe next year. She has some good ideas though one was a pride float down the river. One of the things we talked about is why would people want to come to Pride in T or C as opposed to Pride in other places what would be special or unique.

Chairman Foerstner: Jagger wanted me to invite all of you to the dedication for a new public art piece done by Carol Pleck at Healing Waters Plaza on March 24th at 1:30pm. Ride with Norman Reedes it's a tv show is going to be filming at Riverbend on Saturday I think he is filming other places also.

Member Harrington: The GM at the golf course said that the New Mexico Open is going to be here for the next 3 years the second week in September.

Vice-Chairman DeMarino: There is going to be a bike race out at the Spaceport on April 13th. A half marathon on I believe April 27th, they haven't gotten me details yet but we will start promoting that.

6. COMMENTS FROM STAFF

There were no comments from the staff at this time.

7. ADJOURNMENT

There being no further business, Chairman Foerstner adjourned the meeting.

PASSED AND APPROVED this 25th day of March 2024.

Jake Foerstner, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.11

SUBJECT: Review, Approve and/or Allocate Funds to MainStreet Truth or Consequences for the Second Saturday Art Hop ad in the New Mexico Field Guide

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Commission approval of the MainStreet Truth or Consequences application for the New Mexico Field Guide Second Saturday Art Hop Ad.

Recommendation:

The applicant requested \$2,185.00 and the LTAB recommended the full award of \$2,185.

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$2,185.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-12-25

FY25 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: February 24 2025

Applicant: MainStreet Truth or Consequences

Project(s) Applied For:

1) New Mexico Field Guide Second Saturday Art Hop Ad

Amount Requested: \$2185 **Amount Approved:** \$2185

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount:

Scope of Work

Award Amount Approved

New Mexico Field Guide full page ad

\$2185

ADVERTISING & PROMOTION CONTRACT

Contract # 2025-03-006

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 for the New Mexico Field Guide Second Saturday Art Hop Ad** herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodgers Tax funds to the Contractor to aid the Contractor’s promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **\$2185.00** to the Contractor for a period commencing on March 12, 2025, and continuing through June 30, 2025.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor’s application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This

will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

- d. All invoices must be turned into the City Clerk's Office no later than the last business day of **May 2025**.
 - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
 6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
 7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
 8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
 9. **Personnel:**
 - a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.

10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants

will receive consideration for employment without regard to race, creed, color, sex, or national origin.

- c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. Access to Records:

- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.
- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. Third Party Rights: The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

19. Captions and Headings: The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

20. Severability: If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

21. Venue: All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.

22. Attorney Fees: In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. Authority to Sign Agreement: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

24. Interest of Members of the City: No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in

this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. Interest of other Local Public Officials: No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. Bribes, Gratuities and Kickbacks: It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Gary Whitehead, City Manager

Date

Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please initial each requirement:

_____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

_____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.

_____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.

_____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

_____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.

_____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.

_____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this 12th day of March 2025

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, FEBRUARY 24, 2025**

SPECIAL MEETING

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, February 24, 2025 at 12:00 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Foerstner.

ROLL CALL:

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

ALSO PRESENT:

Katy Martinez, Deputy City Clerk

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

- a. Regular Meeting Minutes of January 27, 2025

Member DeMarino made a motion to approve the minutes. Member MacKenzie seconded the motion. Motion carried unanimously.

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

There were no comments from the public at this time.

4. NEW BUSINESS:

- a. Discussion/Action: Sierra County Sheriff's Posse-Arena Improvements and Fiesta Rodeo Advertisement. Amy Rosenberg

Sherry Farr Sheriff's Posse Manager: I'm the manger with the Sierra County Sherrif's Posse we have done some paper work for the lodger's tax and we aren't sure what we need to do next.

Vice-Chairman Kelly: We will ask you questions and we will let you know if its approved. If its approved it goes to City Commission and then they have to approve it and then you are good to spend money. There is a whole process. That is why we are holding the meeting now so that you will get in there long before fiesta.

Sherry Farr Sherri's Posse Manager: We filed it with the City Clerk's office. That was one thing we needed to do.

Member DeMarino: So, tell us about what you're asking for money for.

Sherry Farr Sherri's Posse Manager: Mostly for the Fiesta Rodeo. Every year the Sierra County Sheriff's Posse puts on a Fiesta Rodeo. It's a big event it draws a lot of people into the town. We are going to have a Friday night performance and a Saturday afternoon performance with bands Saturday night. We need corrals fixed, we need roof repair, advertising, paint we need the corals painted we got some painted last year but we didn't get it all done.

Karen Chavez Sherri's Posse Treasurer: What we had turned in last month says the dance will be Friday night but it will be Saturday night. I'm the tressure for the Sierra County Sherri's Posse. If we are approved, I'm going to have to learn how it all works.

Vice Chairman Kelly: We can help with that.

Chairman Foerstner: Have you guys come to us before? How did you know to come to us?

Sherry Farr Sherri's Posse Manager: No, the Posse has not come to you before.

Karen Chavez Sherri's Posse Treasurer: We had a different tressure last year Laura Steinman.

Chairman Foerstner: I don't think they have ever come to us before. How did you normally fund this and why are you coming to us now for it?

Sherry Farr Sherri's Posse Manager: Because Wendy has told us there are funds available and we need help putting it on.

Karen Chavez Sherri's Posse Treasurer: We are a non-profit and we make a lot of donations back to the community especially children.

Member DeMarino: That doesn't have to do with us. Are you and IRS non-profit or are you a state non-profit.

Karen Chavez: Sherri's Posse Treasurer 501-C3.

Member Demarino: On your application on the last page it says per the city ordinance you must submit the IRS and Secretary of State proof of good standing.

Karen Chavez Sherri's Posse Treasurer: we are learning as we are going. We were told when we weren't on the agenda last meeting to get this information. I think that's what you need.

Member Demarino: These are good.

Vice-Chairman Kelly: Good to know that's a big deal to us because we cannot provide funding for things that are not.

Karen Chavez Sherri's Posse Treasurer: Wendy has really helped us. I have only been treasurer coming up on a year. We are learning what you guys need.

Member DeMarino: Did you ever get form that says you are a non-profit. This is just your assignment of your employee identification.

Karen Chavez Sherri's Posse Treasurer: I can go back and look through everything.

Member DeMarino: When you apply for a non-profit, they send you and EIN number but then the next paper they send you is if you have been approved to be a non-profit usually.

Karen Chavez Sherri's Posse Treasurer: I can go back and through what as given to me.

Member DeMarino: I just want to say for clarification lodgers tax comes in every year and it's quite a bit of money. The way that it works out is there are 2 pots of money. One pot goes to the lodger's tax board and that money is specifically for promotions with the intentions to getting people to come to events and stay overnight those kinds of things, putting heads in beds. The second pot of money which goes to the city is for infrastructure upgrades and improvements for facilities that would bring visitors. I can check with the rest of the board while I think we can look over your advertising thing. I think that the city pot of money is really the one that would cover any of your infrastructure improvements.

Vice-Chairman Kelly: I will say though that in this application there are no infrastructure improvements.

Member DeMarino: There aren't.

Member MacKenzie: They are in the right up but they aren't in the budget.

Member Demarino: If you look at the budget, they have 700, 1,100 and 1,200 in the top part.

Chairman Foerstner: 12,000

Member DeMarino: no 1,200

Vice-Chairman Kelly: It's a typo.

Member Demarino: 450 and 250 is 700 and 500 is 1200. The second part is 900 and 11 that's 2,000. Then the porter potties would be 2000. If that's a typo then what they are asking for 5,200. Is that correct?

Sherry Farr Sherri's Posse Manager: Wendy you can speak to that.

Destiny Mitchell: We had originally done the blue budget part and then they changed a couple things and I don't remember what exactly they changed. This request says their asking for \$16,000 what does your packer say?

Member DeMarino: \$16,000

Member MacKenzie: But the numbers don't add up that's what we are saying.

Member DeMarino: On the very last page Destiny under media and merchandise it says total \$12,000 but if you add it up its \$1,200.

Destiny Mitchell: It should be \$1,200.

Vice-Chairman Kelly: So, \$5,200 is your ask?

Member DeMarino: Are there no bathrooms at the rodeo arena.

Sherry Farr Sherri's Posse Manager: Yes, but they need a lot of repairs, the pipes all froze and we are replacing a lot of stuff.

Member DeMarino: How many porter potties and hand washing stations does \$2,000 cover?

Destiny Mitchell: It's the same thing we do for Fiesta its roughly between 12 to 15 of the individual ones, they do a hand wash station and they do a handy cap porter potty.

Member DeMarino: 12 bathrooms?

Destiny Mitchell: 12 to 15 individual porter potties.

Member DeMarino: That's a lot.

Destiny Mitchell: Talon gives a us a good deal.

Member DeMarino: If the bathrooms where all running how many are there?

Sherry Farr Sherrif's Posse Manager: 2.

Member DeMarino: 2 bathrooms with how many toilets in each?

Sherry Farr Sherrif's Posse Manager: 2

Member DeMarino: So, you have 4.

Destiny Mitchell: But for the capacity of a rodeo, they have to have more.

Sherry Farr Sherrif's Posse Manager: We have to have the porter potties scattered all around the grounds.

Destiny Mitchell: The occupancy level is based on the number of bathrooms you have.

Member DeMarino: How many people do you expect to come to this?

Member Harrington: It said about 2,500.

Member DeMarino: Is that right 2,500.

Sherry Farr Sherrif's Posse Manager: We hope so.

Member DeMarino: What did you get last year?

Sherry Farr Sherrif's Posse Manager: We don't have those numbers. We had the stands full. The bleachers were full last year.

Destiny Mitchell: I was there last year and Friday night it was packed.

Member DeMarino: I don't know what that means.

Destiny Mitchell: I would say between 750 to 800 people where there on that night. That was not just in the arena but also in their trucks on the other side of the property but partaking in the festivities.

John Terrell Sheriff's Posse Board Member: We did not have bathrooms out there because the city sewer did not work right last year.

Member Harrington: Is there room for 2,500 if it was packed?

Destiny Mitchell: No, it was through the whole weekend. It's not just one night.

Member DeMarino: How many rodeos are there?

Sherry Farr Sherrif's Posse Manager: 2

Member DeMarino: Friday and Saturday?

Sherry Farr Sherrif's Posse Manager: Yes, we have them throughout the year. People will be staying the night in RV's and pull trailers.

Member Demarino: That's a problem. RV's and pull trailers don't help a whole lot. It does help a little but people who stay in RV's and pull trailers don't pay lodgers tax, they don't stay in hotels, they eat in there RV. There will be other people but it's not really.

Sherry Farr Sherrif's Posse Manager: Those are manly your rodeo contestants.

Wendy Kessinger Sheriff's Posse Board Member: For that weekend the company that is coming in that is going to help with the rodeo, the stock contractor we have to put them up in a hotel.

Sherry Farr Sherrif's Posse Manager: They requested it as part of their bid.

Wendy Kessinger Sheriff's Posse Board Member: The Posse does a lot for the 4-Hers that come in they have gymkhanas all the time.

Member MacKenzie: That's awesome but it doesn't have anything to do with how we make our decisions.

John Terrell Sheriff's Posse Board Member: I think the Fiesta committee had done a survey recently saying that the rodeo was the biggest draw for Fiesta weekend.

Member MacKenzie: Can you give an estimation on how many of attendees where locals and how many where out of towners not including the participants in the rodeo?

John Terrell Sheriff's Posse Board Member: I wouldn't know.

Wendy Kessinger Sheriff's Posse Board Member: A lot of our rodeo people do come from Arizona, Oklahoma, Colorado they do have a pull that comes in and a large local as well.

Member MacKenzie: Yes, of course. Will there be a way for you to track if fund this can the person selling tickets ask the attendees are you from town or out of town so we can have better statistics.

Wendy Kessinger Sheriff's Posse Board Member: Yes.

Member DeMarino: How do you think you would do that?

Karen Chavez Sherrif's Posse Treasurer: At the gate. Ask them.

Member DeMarino: And then what?

Karen Chavez Sherrif's Posse Treasurer: Tab them who's out of town and who is local.

Chairman Foerstner: You have never done that before?

Sherry Farr Sherrif's Posse Manager: No, we have not.

Destiny Mitchell: The good news about their location is that you have to pass through a check in point as opposed to downtown fiesta we are just walking around asking people questions.

Member MacKenzie: Yes, it would be easy.

Vice-Chairman Kelly: I will say that at the visitors center last year the only people that said they came for fiesta came specifically for the rodeo. They were from Belen; Alamogordo they were from New Mexico they weren't from any outside New Mexico. They had to spend the night. I Just wanted to let you guys know.

Member DeMarino: If you had to guess how many people would you say from out of town stay overnight?

Karen Chavez Sherrif's Posse Treasurer: I would say 300 people. It's a guess but yes.

Sherry Farr Sherrif's Posse Manager: Visiting posses come and march in the parade with us.

Member DeMarino: They stay overnight?

Sherry Farr Sherri's Posse Manager: A lot of them do yes, they haul their horses down and then they come to the rodeo.

Member MacKenzie: I sat next to a lady last year whose boyfriend or husband was participating and she thought the area was so beautiful. She said they were coming back for vacation. I think definitely get out of towners.

Karen Chavez Sherri's Posse Treasurer: We are going with a rodeo contractor this year that is NMRA sanctioned which means they are also sanctioned with Grand Canyon and they will be promoting and they might be bring their town contestants in.

John Terrell Sheriff's Posse Board Member: Also, the Women's Pro Rodeo Association.

Member DeMarino: How many more seats do you expect to fill this year then you did last year?

Sherry Farr Sherri's Posse Manager: We are hoping to get bleachers from the Fair board.

Member DeMarino: How many would that be. I don't know what those look like.

Sherry Farr Sherri's Posse Manager: Like 200.

Member DeMarino: You are expecting to get 200 more people per day?

Karen Chavez Sherri's Posse Treasurer: We hope so.

Sherry Farr Sherri's Posse Manager: We are really promoting it.

Destiny Mitchell: Beings as it is the 75th anniversary and our Grand Marshal is Steve Stucker, we got Metalachi coming and some other big draws coming anyways I Invision that the whole weekend is going to be bigger for the rodeo also.

Member DeMarino: They said it was packed last year. So how many more people? What is the capacity? If we can only bring 200 more people is \$5,200 dollars a reasonable amount to bring 200 more people because that's all the seating there is. That's just where my thinking is.

Chairman Foerstner: We always want a higher return of investment then breaking even. If we are giving you \$5,000 for promotion, we don't want to just have up to \$1,000 of hotel extra sales we want to get almost 5 times return. I know that's not always possible but. We ask for a 90-day report after you are done so you can give us those numbers and let us know how many people came and then we base future years based on that.

Member MacKenzie: Can I make a suggestion the food situation at the event. We ended up having to leave both years because the line is to long there is not a variety of food. I bet you can get people staying there and more attracted to your event if you have more than just that little one burrito situation maybe get an additional food truck out there.

Karen Chavez Sherri's Posse Treasurer: That's just our big fundraiser.

Sherry Farr Sherri's Posse Manager: We make money out of the kitchen because we don't charge for the arena for the gymkanas and the jr. rodeo.

Member DeMarino: But if people are leaving you're not making that money.

Destiny Mitchell: There is also the potential where you could charge the food truck and take a percentage of the food truck which we have done in the past also.

Sherry Farr Sherri's Posse Manager: Something to look into thank you.

Member DeMarino: I'm ready to talk about what you're asking for. Does anybody else need preliminary questions?

Vice-Chairman Kelly: I was going to ask about the printed material. The flyers, posters where are you going to distribute those and how?

Karen Chavez Sherrif's Posse Treasurer: We have a women coming in from Albuquerque that she would distribute them in Albuquerque and all the way down this direction. We plan on putting them down south, also on Facebook we have a pretty good reach on Facebook.

Sherry Farr Sherrif's Posse Manager: We are going to so the local newspaper, radio.

Member DeMarino: We are going to do one at a time. She just asking about the distribution. We will ask about all the other things. You have 3,000 copies of a flyer is that reasonable? Do you think you are going to be able to pass out 3,000 flyers?

Sherry Far Sherrif's Posse Manager r: If we go to all the different towns around.

Wendy Kessinger Sheriff's Posse Board Member: We can also send them out of town to Oklahoma, Arizona.

Member DeMarino: Where do you put them? Do you just out them on a stack? I don't know where they go I can see you taking them to a town but where do they go?

Karen Chavez Sherrif's Posse Treasurer: In their local establishments.

Sherry Farr Sherrif's Posse Manager: They will be at the Fast Stops, I always put one at the senior center everywhere in town, all the local shops.

Destiney Mitchell: They will be around town. Part of what Fiesta is doing Mo got all of our rap cards in for Fiesta the first batch last week we are going to be sending those out to a list of all the different visitors centers, chamber of commerce. We made rap cards specifically for the rodeo as well. That is a cost that we are doing also. Whatever we send out with Fiesta we also be tagging them on to it. What are resources are they will be utilized for them as well.

Vice-Chairman Kelly: You are going to partner with them?

Destiny Mitchell: Yes, we are but we have enough to do specifically for Fiesta this is for the Sheriff's Posse Rodeo. They are here as the first time in a long time. They use to come all the time back 20 years ago they would ask for money. This is there first time to try it again and see what they can come up with and then build on that.

Member DeMarino: I see 3 different Facebook pages for the Sierra County Sheriff's Posse.

Karen Chavez Sherrif's Posse Treasurer: There is one that says official page. Like I said most of us right here are new to the Sheriff's posse. If we can figure how to get the other ones off but I don't know how to and I don't have anything to do with the other ones that are put on there.

Member DeMarino: I just didn't know which one was yours and it's not a page it's a group that's different.

Karen Chavez Sherrif's Posse Treasurer: I don't know anything about that.

Member DeMarino: Destiny knows you guy can get with her later to help you with an actual page.

Vice-Chairman DeMarino: Pages can do adds, groups can't.

Destiny Mitchell: Is it only a group?

Member DeMarino: Yes.

Karen Chavez: Sherrif's Posse Treasurer The one we have been using is. I don't know what the other 2 are.

Member DeMarino: What is the 500 hundred posters?

Destiny Mitchell: 500 quantities of 11x17 posters.

Member DeMarino: I have done lots of events and I have never done 500. I mean it's hard to find 500 places.

Destiny Mitchell: As far as the flyer copies, I would say that it could be knocked down \$3,000 is a little excessive and then the 500 for posters.

Member Harrington: Knock it down how much?

Destiny Mitchell: I would go 200 max.

Member DeMarino: That's plenty even if you are putting them out of town. You only need one in a place its not like flyers.

Destiny Mitchell: I have a couple of our Fiesta volunteers that once our posters come in, our banners are already in they were given to BO they are suppose to go up. Our other banners are suppose to be heading out of town so again as we get out Fiesta committee to do that there will be a stack of whatever they are promoting also.

Member Harrington: For the rubber bracelets is that to pass out at the rodeo. I don't know if that would put heads in beds necessarily. It would be a cool souvenir.

Destiny Mitchell: It's also a way they can help track how many people came.

Member DeMarino: They have to come in through the gate.

Member Harrington: They sell tickets at the gate.

Member MacKenzie: How about window stickers where do those go?

Sherry Farr Sherrif's Posse Manager: Those are for the back of the car instead of a bumper sticker.

Member Harrington: Those are going out before the event or at the event?

Sherry Farr Sherrif's Posse Manager: At the event.

Member DeMarino: Those are 10 cents apiece?

Vice-Chairman DeMarino: Does the sticker promote the Sheriff's Posse Rodeo at Fiesta so if people put in on the back of there car it is something that will be seen over and over again where ever you go.

Sherry Farr Sherrif's Posse Manager: Right 75 anniversary Sheriff's Posse Anniversary.

Member Harrington: Its going to say Truth or Consequences New Mexico?

Sherry Farr Sherrif's Posse Manager: It can.

Member DeMarino: If we are going to pay for it then it needs to.

Destiny Mitchell: Ill get them the logo.

Vice-Chairman Kelly: Do you want it to show 75th because that event specific?

Member DeMarino: I don't care about the 75th, but Truth or Consequences Sheriff's Posse Rodeo, Truth or Consequences, New Mexico.

Member MacKenzie: Do you guys have a website.

Member DeMarino: No, it says at the bottom that they are going to get one.

Destiny Mitchell: Mo is going to be the one who designs these for them. It will have all the registered trademarks.

Member Harrington: Mo does everything good.

Destiny Mitchell: Mo does do everything good.

Member MacKenzie: Printed and newspaper ads, we don't do local so we can cross that right off.

Vice-Chairman Kelly: We can do local it needs to be a smaller percentage then everything else and it looks like it is.

Member MacKenzie: I'm only interested in 2 through 3 but when are the ads running in the El Paso times, Arizona Daily Star and Albuquerque Journal?

Destiny Mitchell: Our price release for Fiesta just got drafted this morning to go out local. The price release is going to precede a lot of these but we are going to placing specific advertisement in April, the first week of April to the second week of April in these printed magazines and that's through the Fiesta side of it. We will again do the same thing with the Sheriffs Posse so we are not duplicating our efforts we will send them in together. If they have a separate pot to pay for their ad as opposed to our ads and Fiesta asked for 4 more magazines besides the ones listed here. These ones are targeted more towards El Paso, Arizona, Albuquerque.

Vice-Chairman Kelly: These are newspapers.

Destiny Mitchell: What did I say?

Vice-Chairman Kelly: Magazines.

Member DeMarino: Do you sell the tickets in advance?

Sherry Farr Sheriff's Posse Manager: We have not.

Member DeMarino: If we are going to be advertising this where it hasn't been advertised before and you only have 200 more seats and people show up. I'm just worried is there going to be seating for these people when they get here. If you have seating for 200 more people and 400 more people, come then what?

Member Harrington: There should be a limited number of tickets.

John Terrel Sheriff's Posse Board Member: Maybe next year we will money to start getting more seating.

Member DeMarino: I'm not talking about next year because you will have a bad reputation by next year if people show up with no seats. I went to a football game one time paid a bunch of money to get there, I didn't have a seat so I never went back.

Destiny Mitchell: I can't say that I think that would be a sever issue. When I was there last year the stands that they have where all packed, there were kids lined up at the fence. On the other side of the arena on the hill behind was trucks parked with people on their tailgates even seating inside versus finding a way to stand or something like that.

Member MacKenzie: That's no desirable I'm a local and I only drove 10 minutes and it was uncomfortable for me. I had the lovely experience with the lady but there where drunk people, there where kids but they where teenagers standing against the fence so my young niece couldn't see. There is definitely some logistical issues with accommodating people.

Member Harrington: If we agree to advertise in the outside areas, can you guys figure out a way to sell tickets online so that people are traveling super far are guaranteed a ticket and a spot and everyone who didn't get a ticket standing room.

Destiny Mitchell: Ruana just put up on our Facebook page today the vendor sponsor and the parade form to fill out and pay online. We can add a link on there for the Sheriffs Posse. Another thing was the radio stations both Bravo Mic and the one in Albuquerque wanted to do give aways of tickets and they asked if we had any events that they can promote and give away tickets and I thought the rodeo would be one Mr. Fiesta and any of our ticketed events. If you guys have a way and you want to set a limit based off of your capacity and say we are only going to sale 500 tickets per night.

Member Harrington: Tell people that purchases their tickets, however many fit on the bleachers and then if there is over flow just let them know that there is no more bleachers space left but if they want to stand.

Wendy Kessinger Sheriff's Posse Board Member: We might be able to block off our already bought ticket holder's area then the over flow goes into the other side.

Member DeMarino: That sound good. I'm just worried about people coming not having a seat. Looking at this I'll tell you my personal thoughts. I'm fine with the porter potties, I'm fine with the advertising out of town and smaller amount for local. The window stickers are they going out before the event or where you going to pass those out during.

Member Harrington: They said at the event.

Vice-Chairman Kelly: Its marketing for future years.

Member Harrington: As long as it has Truth or Consequences, New Mexico on it.

Member DeMarino: Ok that's fine. I'm not big on the rubber bracelets and smaller number of posters and printed material.

Member MacKenzie: I agree.

Member Harrington: So that would be \$550 on the upper part and what did we want to put the Sentinel at. I think a schedule is good because people ask.

Member MacKenzie: I have \$400 for the upper part, \$200 for the flyers, \$100 for posters, take out the bracelets and then \$100 for the stickers so \$400. I'm of the mind to take out the Sentinel.

Member Harrington: I think the schedule is important though.

Member DeMarino: Do you guys have any money in your account to buy all these things.

Vice-Chairman Kelly: You would get reimbursed.

Member DeMarino: Yes, you have to pay upfront and then get reimbursed.

Karen Chavez Sherrif's Posse Treasurer: That was one of our questions. We are learning.

Member DeMarino: Ok, that's fine.

Karen Chavez Sherri's Posse Treasurer: We would spend the money and then as long as we are approved turn in whatever we needed to so we can get reimbursed.

Member DeMarino: This is how it goes. Lodgers Tax board we vote to make a recommendation to the city commission. It then gets put on the city commission agenda then they have to approve it. You don't need to be present that day but if they approve it then you can spend the money. Once you spend the money there is a reimbursement form you submit. You would submit a copy of the flyer with and a copy of all the ads you did along with the reimbursement form and you would get that money back from the city.

Vice-Chairman Kelly: Is Mo doing you ads?

Destiny Mitchell: Yes, he will be helping them with the ads.

Vice-Chairman Kelly: Ok, we just need to make sure that the T or C brand is in there or else you won't get reimbursed.

Destiny Mitchell: Mo is doing the ads and Dean is doing the writing of the articles.

Member Harrington: For the tracking of the ask them where there coming from, how many nights they are staying and if they are staying in T or C.

Member DeMarino: We have a templet of a tracking thing I will send it to Destiny and she can get it over to you guys.

Chairman Foerstner: If you do online sales, you can put that tracking on there right. Put a bubble that ask them.

Destiny Mitchell: Yes, its already live on the website on our Fiesta page for sponsor, vendor, parade. We are just going to add one now for rodeo and it's all separated out.

Chairman Foerstner: It will track if they are coming for the night?

Destiny Mitchell: Yes, we can get that information for you.

Karen Chavez Sherri's Posse Treasurer: What you guys are talking about is that it shows somewhere that it came from lodgers' tax.

Chairman Foerstner: That they are staying the night. We want to know how many are staying the night.

Karen Chavez Sherri's Posse Treasurer: But what you are saying that she will have everything on there.

Destiny Mitchell: Yes, it will have the branded logo for the City of T or C.

Member Harrington: But when you are asking them in person it will be those same questions.

Member DeMarino: I'll send you that tracking thing that I have.

Destiny Mitchell: I think you sent it to me before but.

Member DeMarino: That's ok I'll send it again.

Member MacKenzie: Here is what I'm about to purpose \$200 for printed material, \$100 for poster, \$100 for window stickers, \$400 for El Paso, \$700 for Arizona Star, \$400 for Albuquerque and \$2,000 for sanitation. Eliminating the Sierra County Sentinel and rubber bracelets entirely. Its as total of \$3,900. Reducing number one to \$200, reducing 1a. to \$100, eliminating 2, 3 as is and eliminating the Sentinel.

Member Harrington: That would still be like 1,300 copies of flyers.

Member DeMarino: That's fine they are 15 cents apiece that's not. If they are going to get them in multiple places and have little stacks. Its going to be hard to get rid of that many flyers but.

Chairman Foerstner: I just think the Sentinel will put more heads on beds then potter potties.

Vice-Chairman Kelly: We have to have the potter potties.

Chairman Foerstner: I know but we don't have to fund it. They can fund it out of their own money. I just want to see heads on beds so I'm all about advertising. But if you guys want to fund potter potties im cool with it.

Member DeMarino: I would like to give them \$100 towards the add in the Sentinel. That will help a little bit any way. That would make it \$4,000. I'm going to move to fund \$4,000 and they will give you specifics on what that break down was. Destiny has it.

Member DeMarino made a motion to approve amended total of \$4,000 to the Sierra County Sheriff's Posse-Arena for Improvements and Fiesta Rodeo Advertisement. Member Harrington seconded the motion.

Motion carried unanimously.

b. Discussion/Action: MainStreet Truth or Consequences second Saturday Art Hop- ad in the New Mexico Field Guide. Becca Eza

Member DeMarino: Before we start, I just want to state that Gina Kelly and I are on the MainStreet Board and anything that we do we do not receive any kind of funding for it.

Becca Eza Executive Director MainStreet T or C: I am here to ask you guys for funding to run a full-page ad in the Mexico Field Guide for Second Saturday Art Hop. New Mexico Field Guide in the year I have been with MainStreet I have had several different gallery owners mention to me how important this publication is for them getting the serious part of collectors to town. The people that are actually going to come and spend money on high dollar art and support the galleries. This is a publication that goes out every year it is in circulation between May and October. There is a small section for each different city and state that has enough to create this section there is little listings for individual galleries. We do put small Second Saturday Art Hop notification in there. This year we are hoping to put a full page add to bring people to town and bring attention to the fact that we do this every month of the year.

Member DeMarino: How will we track people going to that?

Becca Eza Executive Director MainStreet T or C: The plan is to have Charlie design the add using our redefine branding elements that we have been using already for that campaign because we have something that works on what we are putting out there. With this particular one we are going to ask her to use a QR code that is unique to this publication so that we can use google analytics and track what kind of attention we are getting and that will link directly to our MainStreet T or C Second Saturday Art Hop page. I have been working on ways to keep it updated so it's always current. I'll put up the events as we hear about them for the following month but sometimes, I don't update it for a couple weeks after so it will show what last months was. I have changed the format just a little bit so immediately I will update the date for the next months art hop but then leave the listings for the previous month stating what happened in February so that people see that's what was going. Then leave a note to check back at the beginning of March. Just some changes to that.

Member DeMarino: This one is just a yearly version its not a monthly or bimonthly?

Becca Eza Executive Director MainStreet T or C: Yes, this is for the year. It goes out in May. It is circulated throughout the state, it's also online available as a digital download.

Member Harrington: I have never heard of them. Where can people get them? Do they have to sign up for a subscription?

Vice-Chairman Kelly: This replaced The Magazine correct in Santa Fe?

Becca Eza Executive Director MainStreet T or C: Art Burger from the Center Gallery always gets a couple boxes shipped to him, then he works on getting them around town here.

Member DeMarino: Do we know how many they have and do they have any online presence.

Becca Eza Executive Director MainStreet T or C: They are online but I think it's more you can download this publication online versus a website that's doing regular updates.

Member MacKenzie made a motion to approve a total of \$2,185 to the Truth or Consequences Second Saturday Art Hop-Ad in the New Mexico Field Guide. Member Harrington seconded the motion. Motion carried unanimously.

c. Discussion/Action: MainStreet Truth or Consequences Desert Ultra Trail Race. Becca Eza

Becca Eza: We are requesting funding for to put a print add in the Ultra Runner Magazine which has a circulation of about 10,000 plus online presence. It a national magazine their demographics are tend to be more middle class and wealthier people who spend money on running and who will travel to run races, 69% of their readers have previously run a 50k race. These are the kind of people we want to market to have them say "hey let's go on trip to this weird little town in New Mexico and run this race in November."

Member DeMarino: Why is it in November this year?

Becca Eza: November 8th, it's the day of second Saturday art hop. It's a good time to show case the town to people.

Vice-Chairman Kelly: What's the name of the magazine?

Becca Eza: Ultra Runner. The funding request for this is a little bit odd because of the fiscal year goes. They have put together a potential package for us that includes print adds in 3 of their upcoming magazines and some additional online things.

Vice-Chairman Kelly: These 2 adds will run before the end of June?

Becca Eza: Yes, the second one comes out in the June/July magazine.

Vice-Chairman Kelly: So, you will get the tear sheet and invoice in time then.

Becca Eza: We have been in touch with them about how, if possible, we need to have it by the end of May to be able to pay the invoice and request reimbursement. The third add would be coming out after that so I plan to return to you guys probably in May to ask for additional funding for Desert Ultra and at that point I would include the other things that we have previously received funding for and the third part of this because it crosses the fiscal year unfortunately.

Member MacKenzie: Does that \$400 for graphic design cover all 3 adds or just the 2?

Becca Eza: Yes, that is a higher end estimate. Mo said its probably not going to take him that much time but that would be the max that he would estimate.

Vice-Chairman Kelly: He also has to do the digital ads.

Becca Eza: I put that on there. It likely will be less then that. Again, with this one like with the Field Guide, we are planning on putting a QR code that is unique to this so that we can also use that to track what kind of reach.

Chairman Foerstner: Can you clarify how many awards we have done for Desert Ultra this year?

Vice-Chairman Kelly: None for this year.

Chairman Foerstner: So, this is the first one ask for us for this coming one?

Becca Eza: In this current fiscal year this would be the second. We asked for funding last July for the race that happened last October. For this current race this is the first ask.

Chairman Foerstner: That was on update last time so we haven't awarded you anything for this year?

Becca Eza: No, I gave the update at the last meeting.

Chairman Foerstner: You are coming back for more later?

Becca Eza: I plan to come back in May and ask for the rest of what we would like for the rest of the next fiscal year.

Chairman Foerstner: You are just getting ahead with this one add.

Becca Eza: Yes, because we want to go ahead and get this one out otherwise, we are looking at not getting advertising in this national magazine until July and that's kind of to late to have people plan a trip to come here.

Member DeMarino made a motion to approve a total of \$1,800 to the Truth or Consequences Desert Ultra Trail Race. Member MacKenzie seconded the motion. Motion carried unanimously.

5. COMMENTS FROM THE BOARD:

Member DeMarino: I talked with the T or C Pride group and with Mary Beth we went over her application we talked about it one of the big things they wanted was T-shirts. I let them know how lodgers tax works and we are really looking to get people here. We created a whole application that would have been \$4,000 which would have been more advertising to get people into town for the June one and then get ahead for the October one. I thought it was a pretty good application. She got back to me to let me know that she met with the other people in the committee and they didn't have the money to do it. I explained how some organizations do it where they order 2 things put in their reimbursement get paid for back for that and then do the rest of it. You can use that same money twice and she said they were not in a position to be able to do that at this time. She is thinking maybe next year. She has some good ideas though one was a pride float down the river. One of the things we talked about is why would people want to come to Pride in T or C as opposed to Pride in other places what would be special or unique.

Chairman Foerstner: Jagger wanted me to invite all of you to the dedication for a new public art piece done by Carol Pleck at Healing Waters Plaza on March 24th at 1:30pm. Ride with Norman Reedes it's a tv show is going to be filming at Riverbend on Saturday I think he is filming other places also.

Member Harrington: The GM at the golf course said that the New Mexico Open is going to be here for the next 3 years the second week in September.

Vice-Chairman DeMarino: There is going to be a bike race out at the Spaceport on April 13th. A half marathon on I believe April 27th, they haven't gotten me details yet but we will start promoting that.

6. COMMENTS FROM STAFF

There were no comments from the staff at this time.

7. ADJOURNMENT

There being no further business, Chairman Foerstner adjourned the meeting.

PASSED AND APPROVED this 25th day of March 2024.

Jake Foerstner, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.12

SUBJECT: Review, Approve and/or Allocate Funds to MainStreet Truth or Consequences for the Desert Ultra Runner Magazine T or C Desert Ultra Ad

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: March 7, 2025

SUBMITTED BY: City Clerk Torres

WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Commission approval of the MainStreet Truth or Consequences application for the Ultra Runner Magazine T or C Desert Ultra Ad

Recommendation:

The applicant requested \$1,800.00 and the LTAB recommended the full award of \$1,800.

Attachments:

- Application
- Contract
- Approved Scope of Work
- LTAB Draft Minutes

Fiscal Impact (Finance): Yes

\$1,800.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 3-12-25

ADVERTISING & PROMOTION CONTRACT

Contract # 2025-03-007

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 for the Desert Ultra Ad** herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodgers Tax funds to the Contractor to aid the Contractor’s promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **\$1800.00** to the Contractor for a period commencing on March 12, 2025, and continuing through June 30, 2025.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor’s application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodgers Tax.

- d. All invoices must be turned into the City Clerk's Office no later than the last business day of **May 2025**.
 - e. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - f. Reports are due sixty (60) days after completion of event/project.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory

Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such

provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
17. **Access to Records:**
- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.

- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. Third Party Rights: The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

19. Captions and Headings: The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

20. Severability: If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

21. Venue: All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.

22. Attorney Fees: In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. Authority to Sign Agreement: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

24. Interest of Members of the City: No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

25. Interest of other Local Public Officials: No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

26. Bribes, Gratuities and Kickbacks: It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Gary Whitehead, City Manager

Date

Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please initial each requirement:

____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.

____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.

____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.

____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.

____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this 12th day of March 2025

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

FY25 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: February 24 2025

Applicant: MainStreet Truth or Consequences

Project(s) Applied For:

1) Ultra Runner Magazine T or C Desert Ultra Ad

Amount Requested: \$1800 **Amount Approved:** \$1800

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount:

Scope of Work

Award Amount Approved

Ultra Runner Magazine

\$1800

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, FEBRUARY 24, 2025**

SPECIAL MEETING

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, February 24, 2025 at 12:00 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Foerstner.

ROLL CALL:

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

ALSO PRESENT:

Katy Martinez, Deputy City Clerk

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

- a. Regular Meeting Minutes of January 27, 2025

Member DeMarino made a motion to approve the minutes. Member MacKenzie seconded the motion. Motion carried unanimously.

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

There were no comments from the public at this time.

4. NEW BUSINESS:

- a. Discussion/Action: Sierra County Sheriff's Posse-Arena Improvements and Fiesta Rodeo Advertisement. Amy Rosenberg

Sherry Farr Sheriff's Posse Manager: I'm the manger with the Sierra County Sherriif's Posse we have done some paper work for the lodger's tax and we aren't sure what we need to do next.

Vice-Chairman Kelly: We will ask you questions and we will let you know if its approved. If its approved it goes to City Commission and then they have to approve it and then you are good to spend money. There is a whole process. That is why we are holding the meeting now so that you will get in there long before fiesta.

Sherry Farr Sherri's Posse Manager: We filed it with the City Clerk's office. That was one thing we needed to do.

Member DeMarino: So, tell us about what you're asking for money for.

Sherry Farr Sherri's Posse Manager: Mostly for the Fiesta Rodeo. Every year the Sierra County Sheriff's Posse puts on a Fiesta Rodeo. It's a big event it draws a lot of people into the town. We are going to have a Friday night performance and a Saturday afternoon performance with bands Saturday night. We need corrals fixed, we need roof repair, advertising, paint we need the corals painted we got some painted last year but we didn't get it all done.

Karen Chavez Sherri's Posse Treasurer: What we had turned in last month says the dance will be Friday night but it will be Saturday night. I'm the tressure for the Sierra County Sherri's Posse. If we are approved, I'm going to have to learn how it all works.

Vice Chairman Kelly: We can help with that.

Chairman Foerstner: Have you guys come to us before? How did you know to come to us?

Sherry Farr Sherri's Posse Manager: No, the Posse has not come to you before.

Karen Chavez Sherri's Posse Treasurer: We had a different tressure last year Laura Steinman.

Chairman Foerstner: I don't think they have ever come to us before. How did you normally fund this and why are you coming to us now for it?

Sherry Farr Sherri's Posse Manager: Because Wendy has told us there are funds available and we need help putting it on.

Karen Chavez Sherri's Posse Treasurer: We are a non-profit and we make a lot of donations back to the community especially children.

Member DeMarino: That doesn't have to do with us. Are you and IRS non-profit or are you a state non-profit.

Karen Chavez: Sherri's Posse Treasurer 501-C3.

Member Demarino: On your application on the last page it says per the city ordinance you must submit the IRS and Secretary of State proof of good standing.

Karen Chavez Sherri's Posse Treasurer: we are learning as we are going. We were told when we weren't on the agenda last meeting to get this information. I think that's what you need.

Member Demarino: These are good.

Vice-Chairman Kelly: Good to know that's a big deal to us because we cannot provide funding for things that are not.

Karen Chavez Sherri's Posse Treasurer: Wendy has really helped us. I have only been treasurer coming up on a year. We are learning what you guys need.

Member DeMarino: Did you ever get form that says you are a non-profit. This is just your assignment of your employee identification.

Karen Chavez Sherri's Posse Treasurer: I can go back and look through everything.

Member DeMarino: When you apply for a non-profit, they send you and EIN number but then the next paper they send you is if you have been approved to be a non-profit usually.

Karen Chavez Sherri's Posse Treasurer: I can go back and through what as given to me.

Member DeMarino: I just want to say for clarification lodgers tax comes in every year and it's quite a bit of money. The way that it works out is there are 2 pots of money. One pot goes to the lodger's tax board and that money is specifically for promotions with the intentions to getting people to come to events and stay overnight those kinds of things, putting heads in beds. The second pot of money which goes to the city is for infrastructure upgrades and improvements for facilities that would bring visitors. I can check with the rest of the board while I think we can look over your advertising thing. I think that the city pot of money is really the one that would cover any of your infrastructure improvements.

Vice-Chairman Kelly: I will say though that in this application there are no infrastructure improvements.

Member DeMarino: There aren't.

Member MacKenzie: They are in the right up but they aren't in the budget.

Member Demarino: If you look at the budget, they have 700, 1,100 and 1,200 in the top part.

Chairman Foerstner: 12,000

Member DeMarino: no 1,200

Vice-Chairman Kelly: It's a typo.

Member Demarino: 450 and 250 is 700 and 500 is 1200. The second part is 900 and 11 that's 2,000. Then the porter potties would be 2000. If that's a typo then what they are asking for 5,200. Is that correct?

Sherry Farr Sherri's Posse Manager: Wendy you can speak to that.

Destiny Mitchell: We had originally done the blue budget part and then they changed a couple things and I don't remember what exactly they changed. This request says their asking for \$16,000 what does your packer say?

Member DeMarino: \$16,000

Member MacKenzie: But the numbers don't add up that's what we are saying.

Member DeMarino: On the very last page Destiny under media and merchandise it says total \$12,000 but if you add it up its \$1,200.

Destiny Mitchell: It should be \$1,200.

Vice-Chairman Kelly: So, \$5,200 is your ask?

Member DeMarino: Are there no bathrooms at the rodeo arena.

Sherry Farr Sherri's Posse Manager: Yes, but they need a lot of repairs, the pipes all froze and we are replacing a lot of stuff.

Member DeMarino: How many porter potties and hand washing stations does \$2,000 cover?

Destiny Mitchell: It's the same thing we do for Fiesta its roughly between 12 to 15 of the individual ones, they do a hand wash station and they do a handy cap porter potty.

Member DeMarino: 12 bathrooms?

Destiny Mitchell: 12 to 15 individual porter potties.

Member DeMarino: That's a lot.

Destiny Mitchell: Talon gives a us a good deal.

Member DeMarino: If the bathrooms where all running how many are there?

Sherry Farr Sherri's Posse Manager: 2.

Member DeMarino: 2 bathrooms with how many toilets in each?

Sherry Farr Sherri's Posse Manager: 2

Member DeMarino: So, you have 4.

Destiny Mitchell: But for the capacity of a rodeo, they have to have more.

Sherry Farr Sherri's Posse Manager: We have to have the porter potties scattered all around the grounds.

Destiny Mitchell: The occupancy level is based on the number of bathrooms you have.

Member DeMarino: How many people do you expect to come to this?

Member Harrington: It said about 2,500.

Member DeMarino: Is that right 2,500.

Sherry Farr Sherri's Posse Manager: We hope so.

Member DeMarino: What did you get last year?

Sherry Farr Sherri's Posse Manager: We don't have those numbers. We had the stands full. The bleachers were full last year.

Destiny Mitchell: I was there last year and Friday night it was packed.

Member DeMarino: I don't know what that means.

Destiny Mitchell: I would say between 750 to 800 people where there on that night. That was not just in the arena but also in their trucks on the other side of the property but partaking in the festivities.

John Terrell Sheriff's Posse Board Member: We did not have bathrooms out there because the city sewer did not work right last year.

Member Harrington: Is there room for 2,500 if it was packed?

Destiny Mitchell: No, it was through the whole weekend. It's not just one night.

Member DeMarino: How many rodeos are there?

Sherry Farr Sherri's Posse Manager: 2

Member DeMarino: Friday and Saturday?

Sherry Farr Sherri's Posse Manager: Yes, we have them throughout the year. People will be staying the night in RV's and pull trailers.

Member Demarino: That's a problem. RV's and pull trailers don't help a whole lot. It does help a little but people who stay in RV's and pull trailers don't pay lodgers tax, they don't stay in hotels, they eat in there RV. There will be other people but it's not really.

Sherry Farr Sherri's Posse Manager: Those are manly your rodeo contestants.

Wendy Kessinger Sheriff's Posse Board Member: For that weekend the company that is coming in that is going to help with the rodeo, the stock contractor we have to put them up in a hotel.

Sherry Farr Sherri's Posse Manager: They requested it as part of their bid.

Wendy Kessinger Sheriff's Posse Board Member: The Posse does a lot for the 4-Hers that come in they have gymkhanas all the time.

Member MacKenzie: That's awesome but it doesn't have anything to do with how we make our decisions.

John Terrell Sheriff's Posse Board Member: I think the Fiesta committee had done a survey recently saying that the rodeo was the biggest draw for Fiesta weekend.

Member MacKenzie: Can you give an estimation on how many of attendees where locals and how many where out of towners not including the participants in the rodeo?

John Terrell Sheriff's Posse Board Member: I wouldn't know.

Wendy Kessinger Sheriff's Posse Board Member: A lot of our rodeo people do come from Arizona, Oklahoma, Colorado they do have a pull that comes in and a large local as well.

Member MacKenzie: Yes, of course. Will there be a way for you to track if fund this can the person selling tickets ask the attendees are you from town or out of town so we can have better statistics.

Wendy Kessinger Sheriff's Posse Board Member: Yes.

Member DeMarino: How do you think you would do that?

Karen Chavez Sherri's Posse Treasurer: At the gate. Ask them.

Member DeMarino: And then what?

Karen Chavez Sherri's Posse Treasurer: Tab them who's out of town and who is local.

Chairman Foerstner: You have never done that before?

Sherry Farr Sherri's Posse Manager: No, we have not.

Destiny Mitchell: The good news about their location is that you have to pass through a check in point as opposed to downtown fiesta we are just walking around asking people questions.

Member MacKenzie: Yes, it would be easy.

Vice-Chairman Kelly: I will say that at the visitors center last year the only people that said they came for fiesta came specifically for the rodeo. They were from Belen; Alamogordo they were from New Mexico they weren't from any outside New Mexico. They had to spend the night. I just wanted to let you guys know.

Member DeMarino: If you had to guess how many people would you say from out of town stay overnight?

Karen Chavez Sherri's Posse Treasurer: I would say 300 people. It's a guess but yes.

Sherry Farr Sherri's Posse Manager: Visiting posse come and march in the parade with us.

Member DeMarino: They stay overnight?

Sherry Farr Sherri's Posse Manager: A lot of them do yes, they haul their horses down and then they come to the rodeo.

Member MacKenzie: I sat next to a lady last year whose boyfriend or husband was participating and she thought the area was so beautiful. She said they were coming back for vacation. I think definitely get out of towners.

Karen Chavez Sherri's Posse Treasurer: We are going with a rodeo contractor this year that is NMRA sanctioned which means they are also sanctioned with Grand Canyon and they will be promoting and they might be bring their town contestants in.

John Terrell Sheriff's Posse Board Member: Also, the Women's Pro Rodeo Association.

Member DeMarino: How many more seats do you expect to fill this year then you did last year?

Sherry Farr Sherri's Posse Manager: We are hoping to get bleachers from the Fair board.

Member DeMarino: How many would that be. I don't know what those look like.

Sherry Farr Sherri's Posse Manager: Like 200.

Member DeMarino: You are expecting to get 200 more people per day?

Karen Chavez Sherri's Posse Treasurer: We hope so.

Sherry Farr Sherri's Posse Manager: We are really promoting it.

Destiny Mitchell: Beings as it is the 75th anniversary and our Grand Marshal is Steve Stucker, we got Metalachi coming and some other big draws coming anyways I Invision that the whole weekend is going to be bigger for the rodeo also.

Member DeMarino: They said it was packed last year. So how many more people? What is the capacity? If we can only bring 200 more people is \$5,200 dollars a reasonable amount to bring 200 more people because that's all the seating there is. That's just where my thinking is.

Chairman Foerstner: We always want a higher return of investment then breaking even. If we are giving you \$5,000 for promotion, we don't want to just have up to \$1,000 of hotel extra sales we want to get almost 5 times return. I know that's not always possible but. We ask for a 90-day report after you are done so you can give us those numbers and let us know how many people came and then we base future years based on that.

Member MacKenzie: Can I make a suggestion the food situation at the event. We ended up having to leave both years because the line is to long there is not a variety of food. I bet you can get people staying there and more attracted to your event if you have more than just that little one burrito situation maybe get an additional food truck out there.

Karen Chavez Sherri's Posse Treasurer: That's just our big fundraiser.

Sherry Farr Sherri's Posse Manager: We make money out of the kitchen because we don't charge for the arena for the gymkanas and the jr. rodeo.

Member DeMarino: But if people are leaving you're not making that money.

Destiny Mitchell: There is also the potential where you could charge the food truck and take a percentage of the food truck which we have done in the past also.

Sherry Farr Sherri's Posse Manager: Something to look into thank you.

Member DeMarino: I'm ready to talk about what you're asking for. Does anybody else need preliminary questions?

Vice-Chairman Kelly: I was going to ask about the printed material. The flyers, posters where are you going to distribute those and how?

Karen Chavez Sherri's Posse Treasurer: We have a woman coming in from Albuquerque that she would distribute them in Albuquerque and all the way down this direction. We plan on putting them down south, also on Facebook we have a pretty good reach on Facebook.

Sherry Farr Sherri's Posse Manager: We are going to so the local newspaper, radio.

Member DeMarino: We are going to do one at a time. She just asking about the distribution. We will ask about all the other things. You have 3,000 copies of a flyer is that reasonable? Do you think you are going to be able to pass out 3,000 flyers?

Sherry Farr Sherri's Posse Manager: If we go to all the different towns around.

Wendy Kessinger Sheriff's Posse Board Member: We can also send them out of town to Oklahoma, Arizona.

Member DeMarino: Where do you put them? Do you just out them on a stack? I don't know where they go I can see you taking them to a town but where do they go?

Karen Chavez Sherri's Posse Treasurer: In their local establishments.

Sherry Farr Sherri's Posse Manager: They will be at the Fast Stops, I always put one at the senior center everywhere in town, all the local shops.

Destiney Mitchell: They will be around town. Part of what Fiesta is doing Mo got all of our rap cards in for Fiesta the first batch last week we are going to be sending those out to a list of all the different visitors centers, chamber of commerce. We made rap cards specifically for the rodeo as well. That is a cost that we are doing also. Whatever we send out with Fiesta we also be tagging them on to it. What are resources are they will be utilized for them as well.

Vice-Chairman Kelly: You are going to partner with them?

Destiny Mitchell: Yes, we are but we have enough to do specifically for Fiesta this is for the Sheriff's Posse Rodeo. They are here as the first time in a long time. They use to come all the time back 20 years ago they would ask for money. This is there first time to try it again and see what they can come up with and then build on that.

Member DeMarino: I see 3 different Facebook pages for the Sierra County Sheriff's Posse.

Karen Chavez Sherri's Posse Treasurer: There is one that says official page. Like I said most of us right here are new to the Sheriff's posse. If we can figure how to get the other ones off but I don't know how to and I don't have anything to do with the other ones that are put on there.

Member DeMarino: I just didn't know which one was yours and it's not a page it's a group that's different.

Karen Chavez Sherri's Posse Treasurer: I don't know anything about that.

Member DeMarino: Destiny knows you guy can get with her later to help you with an actual page.

Vice-Chairman DeMarino: Pages can do adds, groups can't.

Destiny Mitchell: Is it only a group?

Member DeMarino: Yes.

Karen Chavez: Sherri's Posse Treasurer The one we have been using is. I don't know what the other 2 are.

Member DeMarino: What is the 500 hundred posters?

Destiny Mitchell: 500 quantities of 11x17 posters.

Member DeMarino: I have done lots of events and I have never done 500. I mean it's hard to find 500 places.

Destiny Mitchell: As far as the flyer copies, I would say that it could be knocked down \$3,000 is a little excessive and then the 500 for posters.

Member Harrington: Knock it down how much?

Destiny Mitchell: I would go 200 max.

Member DeMarino: That's plenty even if you are putting them out of town. You only need one in a place its not like flyers.

Destiny Mitchell: I have a couple of our Fiesta volunteers that once our posters come in, our banners are already in they were given to BO they are suppose to go up. Our other banners are suppose to be heading out of town so again as we get out Fiesta committee to do that there will be a stack of whatever they are promoting also.

Member Harrington: For the rubber bracelets is that to pass out at the rodeo. I don't know if that would put heads in beds necessarily. It would be a cool souvenir.

Destiny Mitchell: It's also a way they can help track how many people came.

Member DeMarino: They have to come in through the gate.

Member Harrington: They sell tickets at the gate.

Member MacKenzie: How about window stickers where do those go?

Sherry Farr Sherri's Posse Manager: Those are for the back of the car instead of a bumper sticker.

Member Harrington: Those are going out before the event or at the event?

Sherry Farr Sherri's Posse Manager: At the event.

Member DeMarino: Those are 10 cents apiece?

Vice-Chairman DeMarino: Does the sticker promote the Sheriff's Posse Rodeo at Fiesta so if people put in on the back of there car it is something that will be seen over and over again where ever you go.

Sherry Farr Sherri's Posse Manager: Right 75 anniversary Sheriff's Posse Anniversary.

Member Harrington: Its going to say Truth or Consequences New Mexico?

Sherry Farr Sherri's Posse Manager: It can.

Member DeMarino: If we are going to pay for it then it needs to.

Destiny Mitchell: Ill get them the logo.

Vice-Chairman Kelly: Do you want it to show 75th because that event specific?

Member DeMarino: I don't care about the 75th, but Truth or Consequences Sheriff's Posse Rodeo, Truth or Consequences, New Mexico.

Member MacKenzie: Do you guys have a website.

Member DeMarino: No, it says at the bottom that they are going to get one.

Destiny Mitchell: Mo is going to be the one who designs these for them. It will have all the registered trademarks.

Member Harrington: Mo does everything good.

Destiny Mitchell: Mo does do everything good.

Member MacKenzie: Printed and newspaper ads, we don't do local so we can cross that right off.

Vice-Chairman Kelly: We can do local it needs to be a smaller percentage then everything else and it looks like it is.

Member MacKenzie: I'm only interested in 2 through 3 but when are the ads running in the El Paso times, Arizona Daily Star and Albuquerque Journal?

Destiny Mitchell: Our price release for Fiesta just got drafted this morning to go out local. The price release is going to precede a lot of these but we are going to placing specific advertisement in April, the first week of April to the second week of April in these printed magazines and that's through the Fiesta side of it. We will again do the same thing with the Sheriffs Posse so we are not duplicating our efforts we will send them in together. If they have a separate pot to pay for their ad as opposed to our ads and Fiesta asked for 4 more magazines besides the ones listed here. These ones are targeted more towards El Paso, Arizona, Albuquerque.

Vice-Chairman Kelly: These are newspapers.

Destiny Mitchell: What did I say?

Vice-Chairman Kelly: Magazines.

Member DeMarino: Do you sell the tickets in advance?

Sherry Farr Sheriff's Posse Manager: We have not.

Member DeMarino: If we are going to be advertising this where it hasn't been advertised before and you only have 200 more seats and people show up. I'm just worried is there going to be seating for these people when they get here. If you have seating for 200 more people and 400 more people, come then what?

Member Harrington: There should be a limited number of tickets.

John Terrel Sheriff's Posse Board Member: Maybe next year we will money to start getting more seating.

Member DeMarino: Im not talking about next year because you will have a bad reputation by next year if people show up with no seats. I went to a football game one time paid a bunch of money to get there, I didn't have a seat so I never went back.

Destiny Mitchell: I can't say that I think that would be a sever issue. When I was there last year the stands that they have where all packed, there were kids lined up at the fence. On the other side of the arena on the hill behind was trucks parked with people on their tailgates even seating inside versus finding a way to stand or something like that.

Member MacKenzie: That's no desirable I'm a local and I only drove 10 minutes and it was uncomfortable for me. I had the lovely experience with the lady but there where drunk people, there where kids but they where teenagers standing against the fence so my young niece couldn't see. There is definitely some logistical issues with accommodating people.

Member Harrington: If we agree to advertise in the outside areas, can you guys figure out a way to sell tickets online so that people are traveling super far are guaranteed a ticket and a spot and everyone who didn't get a ticket standing room.

Destiny Mitchell: Ruana just put up on our Facebook page today the vendor sponsor and the parade form to fill out and pay online. We can add a link on there for the Sheriffs Posse. Another thing was the radio stations both Bravo Mic and the one in Albuquerque wanted to do give aways of tickets and they asked if we had any events that they can promote and give away tickets and I thought the rodeo would be one Mr. Fiesta and any of our ticketed events. If you guys have a way and you want to set a limit based off of your capacity and say we are only going to sale 500 tickets per night.

Member Harrington: Tell people that purchases their tickets, however many fit on the bleachers and then if there is over flow just let them know that there is no more bleachers space left but if they want to stand.

Wendy Kessinger Sheriff's Posse Board Member: We might be able to block off our already bought ticket holder's area then the over flow goes into the other side.

Member DeMarino: That sound good. I'm just worried about people coming not having a seat. Looking at this I'll tell you my personal thoughts. I'm fine with the porter potties, I'm fine with the advertising out of town and smaller amount for local. The window stickers are they going out before the event or where you going to pass those out during.

Member Harrington: They said at the event.

Vice-Chairman Kelly: Its marketing for future years.

Member Harrington: As long as it has Truth or Consequences, New Mexico on it.

Member DeMarino: Ok that's fine. I'm not big on the rubber bracelets and smaller number of posters and printed material.

Member MacKenzie: I agree.

Member Harrington: So that would be \$550 on the upper part and what did we want to put the Sentinel at. I think a schedule is good because people ask.

Member MacKenzie: I have \$400 for the upper part, \$200 for the flyers, \$100 for posters, take out the bracelets and then \$100 for the stickers so \$400. I'm of the mind to take out the Sentinel.

Member Harrington: I think the schedule is important though.

Member DeMarino: Do you guys have any money in your account to buy all these things.

Vice-Chairman Kelly: You would get reimbursed.

Member DeMarino: Yes, you have to pay upfront and then get reimbursed.

Karen Chavez Sherri's Posse Treasurer: That was one of our questions. We are learning.

Member DeMarino: Ok, that's fine.

Karen Chavez Sherri's Posse Treasurer: We would spend the money and then as long as we are approved turn in whatever we needed to so we can get reimbursed.

Member DeMarino: This is how it goes. Lodgers Tax board we vote to make a recommendation to the city commission. It then gets put on the city commission agenda then they have to approve it. You don't need to be present that day but if they approve it then you can spend the money. Once you spend the money there is a reimbursement form you submit. You would submit a copy of the flyer with and a copy of all the ads you did along with the reimbursement form and you would get that money back from the city.

Vice-Chairman Kelly: Is Mo doing you ads?

Destiny Mitchell: Yes, he will be helping them with the ads.

Vice-Chairman Kelly: Ok, we just need to make sure that the T or C brand is in there or else you won't get reimbursed.

Destiny Mitchell: Mo is doing the ads and Dean is doing the writing of the articles.

Member Harrington: For the tracking of the ask them where there coming from, how many nights they are staying and if they are staying in T or C.

Member DeMarino: We have a templet of a tracking thing I will send it to Destiny and she can get it over to you guys.

Chairman Foerstner: If you do online sales, you can put that tracking on there right. Put a bubble that ask them.

Destiny Mitchell: Yes, its already live on the website on our Fiesta page for sponsor, vendor, parade. We are just going to add one now for rodeo and it's all separated out.

Chairman Foerstner: It will track if they are coming for the night?

Destiny Mitchell: Yes, we can get that information for you.

Karen Chavez Sherri's Posse Treasurer: What you guys are talking about is that it shows somewhere that it came from lodgers' tax.

Chairman Foerstner: That they are staying the night. We want to know how many are staying the night.

Karen Chavez Sherri's Posse Treasurer: But what you are saying that she will have everything on there.

Destiny Mitchell: Yes, it will have the branded logo for the City of T or C.

Member Harrington: But when you are asking them in person it will be those same questions.

Member DeMarino: I'll send you that tracking thing that I have.

Destiny Mitchell: I think you sent it to me before but.

Member DeMarino: That's ok I'll send it again.

Member MacKenzie: Here is what I'm about to purpose \$200 for printed material, \$100 for poster, \$100 for window stickers, \$400 for El Paso, \$700 for Arizona Star, \$400 for Albuquerque and \$2,000 for sanitation. Eliminating the Sierra County Sentinel and rubber bracelets entirely. Its as total of \$3,900. Reducing number one to \$200, reducing 1a. to \$100, eliminating 2, 3 as is and eliminating the Sentinel.

Member Harrington: That would still be like 1,300 copies of flyers.

Member DeMarino: That's fine they are 15 cents apiece that's not. If they are going to get them in multiple places and have little stacks. Its going to be hard to get rid of that many flyers but.

Chairman Foerstner: I just think the Sentinel will put more heads on beds then potter potties.

Vice-Chairman Kelly: We have to have the potter potties.

Chairman Foerstner: I know but we don't have to fund it. They can fund it out of their own money. I just want to see heads on beds so I'm all about advertising. But if you guys want to fund potter potties im cool with it.

Member DeMarino: I would like to give them \$100 towards the add in the Sentinel. That will help a little bit any way. That would make it \$4,000. I'm going to move to fund \$4,000 and they will give you specifics on what that break down was. Destiny has it.

Member DeMarino made a motion to approve amended total of \$4,000 to the Sierra County Sheriff's Posse-Arena for Improvements and Fiesta Rodeo Advertisement. Member Harrington seconded the motion.

Motion carried unanimously.

b. Discussion/Action: MainStreet Truth or Consequences second Saturday Art Hop- ad in the New Mexico Field Guide. Becca Eza

Member DeMarino: Before we start, I just want to state that Gina Kelly and I are on the MainStreet Board and anything that we do we do not receive any kind of funding for it.

Becca Eza Executive Director MainStreet T or C: I am here to ask you guys for funding to run a full-page ad in the Mexico Field Guide for Second Saturday Art Hop. New Mexico Field Guide in the year I have been with MainStreet I have had several different gallery owners mention to me how important this publication is for them getting the serious part of collectors to town. The people that are actually going to come and spend money on high dollar art and support the galleries. This is a publication that goes out every year it is in circulation between May and October. There is a small section for each different city and state that has enough to create this section there is little listings for individual galleries. We do put small Second Saturday Art Hop notification in there. This year we are hoping to put a full page add to bring people to town and bring attention to the fact that we do this every month of the year.

Member DeMarino: How will we track people going to that?

Becca Eza Executive Director MainStreet T or C: The plan is to have Charlie design the add using our redefine branding elements that we have been using already for that campaign because we have something that works on what we are putting out there. With this particular one we are going to ask her to use a QR code that is unique to this publication so that we can use google analytics and track what kind of attention we are getting and that will link directly to our MainStreet T or C Second Saturday Art Hop page. I have been working on ways to keep it updated so it's always current. I'll put up the events as we hear about them for the following month but sometimes, I don't update it for a couple weeks after so it will show what last months was. I have changed the format just a little bit so immediately I will update the date for the next months art hop but then leave the listings for the previous month stating what happened in February so that people see that's what was going. Then leave a note to check back at the beginning of March. Just some changes to that.

Member DeMarino: This one is just a yearly version its not a monthly or bimonthly?

Becca Eza Executive Director MainStreet T or C: Yes, this is for the year. It goes out in May. It is circulated throughout the state, it's also online available as a digital download.

Member Harrington: I have never heard of them. Where can people get them? Do they have to sign up for a subscription?

Vice-Chairman Kelly: This replaced The Magazine correct in Santa Fe?

Becca Eza Executive Director MainStreet T or C: Art Burger from the Center Gallery always gets a couple boxes shipped to him, then he works on getting them around town here.

Member DeMarino: Do we know how many they have and do they have any online presence.

Becca Eza Executive Director MainStreet T or C: They are online but I think it's more you can download this publication online versus a website that's doing regular updates.

Member MacKenzie made a motion to approve a total of \$2,185 to the Truth or Consequences Second Saturday Art Hop-Ad in the New Mexico Field Guide. Member Harrington seconded the motion. Motion carried unanimously.

c. Discussion/Action: MainStreet Truth or Consequences Desert Ultra Trail Race. Becca Eza

Becca Eza: We are requesting funding for to put a print add in the Ultra Runner Magazine which has a circulation of about 10,000 plus online presence. It a national magazine their demographics are tend to be more middle class and wealthier people who spend money on running and who will travel to run races, 69% of their readers have previously run a 50k race. These are the kind of people we want to market to have them say "hey let's go on trip to this weird little town in New Mexico and run this race in November."

Member DeMarino: Why is it in November this year?

Becca Eza: November 8th, it's the day of second Saturday art hop. It's a good time to show case the town to people.

Vice-Chairman Kelly: What's the name of the magazine?

Becca Eza: Ultra Runner. The funding request for this is a little bit odd because of the fiscal year goes. They have put together a potential package for us that includes print adds in 3 of their upcoming magazines and some additional online things.

Vice-Chairman Kelly: These 2 adds will run before the end of June?

Becca Eza: Yes, the second one comes out in the June/July magazine.

Vice-Chairman Kelly: So, you will get the tear sheet and invoice in time then.

Becca Eza: We have been in touch with them about how, if possible, we need to have it by the end of May to be able to pay the invoice and request reimbursement. The third add would be coming out after that so I plan to return to you guys probably in May to ask for additional funding for Desert Ultra and at that point I would include the other things that we have previously received funding for and the third part of this because it crosses the fiscal year unfortunately.

Member MacKenzie: Does that \$400 for graphic design cover all 3 adds or just the 2?

Becca Eza: Yes, that is a higher end estimate. Mo said its probably not going to take him that much time but that would be the max that he would estimate.

Vice-Chairman Kelly: He also has to do the digital ads.

Becca Eza: I put that on there. It likely will be less then that. Again, with this one like with the Field Guide, we are planning on putting a QR code that is unique to this so that we can also use that to track what kind of reach.

Chairman Foerstner: Can you clarify how many awards we have done for Desert Ultra this year?

Vice-Chairman Kelly: None for this year.

Chairman Foerstner: So, this is the first one ask for us for this coming one?

Becca Eza: In this current fiscal year this would be the second. We asked for funding last July for the race that happened last October. For this current race this is the first ask.

Chairman Foerstner: That was on update last time so we haven't awarded you anything for this year?

Becca Eza: No, I gave the update at the last meeting.

Chairman Foerstner: You are coming back for more later?

Becca Eza: I plan to come back in May and ask for the rest of what we would like for the rest of the next fiscal year.

Chairman Foerstner: You are just getting ahead with this one add.

Becca Eza: Yes, because we want to go ahead and get this one out otherwise, we are looking at not getting advertising in this national magazine until July and that's kind of to late to have people plan a trip to come here.

Member DeMarino made a motion to approve a total of \$1,800 to the Truth or Consequences Desert Ultra Trail Race. Member MacKenzie seconded the motion. Motion carried unanimously.

5. COMMENTS FROM THE BOARD:

Member DeMarino: I talked with the T or C Pride group and with Mary Beth we went over her application we talked about it one of the big things they wanted was T-shirts. I let them know how lodgers tax works and we are really looking to get people here. We created a whole application that would have been \$4,000 which would have been more advertising to get people into town for the June one and then get ahead for the October one. I thought it was a pretty good application. She got back to me to let me know that she met with the other people in the committee and they didn't have the money to do it. I explained how some organizations do it where they order 2 things put in their reimbursement get paid for back for that and then do the rest of it. You can use that same money twice and she said they were not in a position to be able to do that at this time. She is thinking maybe next year. She has some good ideas though one was a pride float down the river. One of the things we talked about is why would people want to come to Pride in T or C as opposed to Pride in other places what would be special or unique.

Chairman Foerstner: Jagger wanted me to invite all of you to the dedication for a new public art piece done by Carol Pleck at Healing Waters Plaza on March 24th at 1:30pm. Ride with Norman Reedes it's a tv show is going to be filming at Riverbend on Saturday I think he is filming other places also.

Member Harrington: The GM at the golf course said that the New Mexico Open is going to be here for the next 3 years the second week in September.

Vice-Chairman DeMarino: There is going to be a bike race out at the Spaceport on April 13th. A half marathon on I believe April 27th, they haven't gotten me details yet but we will start promoting that.

6. COMMENTS FROM STAFF

There were no comments from the staff at this time.

7. ADJOURNMENT

There being no further business, Chairman Foerstner adjourned the meeting.

PASSED AND APPROVED this 25th day of March 2024.

Jake Foerstner, Chairman



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: March 12, 2025

Agenda Item #: G.13

SUBJECT: Approval of Purchase Requisitions over \$60,000
DEPARTMENT: Finance
DATE SUBMITTED: March 6, 2025
SUBMITTED BY: Jordan Javier, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Jordan Javier, Chief Procurement Officer

Summary/Background:

The project of the Main Street District waterline is to replace 9,415 feet of water in the Main Street District of the City of Truth or Consequences with 6, 8, and 18-inch PVC waterline via open trench. Change Order 13 is being submitted by Wilson & Company to reinstate items previously removed in Change Orders 10, 11, and 12. Change Order 13 will increase the project by \$44,508.92, totaling to \$426,827.50.

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Letter from Chief Procurement Officer
 - See Attached
- [Click here to enter text.](#)

Fiscal Impact (Finance): Yes

Change Order 13 will change increase cost of the project from \$382,318.58 to \$426,827.50 from the SAP Grant 24-I2460-GF. Change Order 13 will add the Supervisory Control and Data Acquisition (SCADA) control system.

Legal Review (City Attorney): Choose an item.
N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 03/12/2025

Rolf Heckler
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 05, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: WILSON & COMPANY, INC PROJECT NO. 19-600-205-00 CHANGE ORDER 13

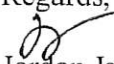
The following reviews with the City Manager, the Community Development Department, Purchasing Department, Vendors Wilson & Company and Smithco Construction. The Main Street Waterline Replacement or MSD is to replace 9,415 feet of waterline within the Main Street District with 6, 8, 12, and 18-inch PVC waterline via open trench. This also includes upgrades with service line, meter cans, and meters. Also upgrades to the Cook Street Booster Station site with a gas chlorination system, VFD booster pumps with electric, meter, and chlorination injection vaults. During this project Wilson & Company submitted Change Order 13 which reinstates items previously removed in earlier Change Order 10, 11 and 12. The reinstated item is to ensure the establishment of a fully operational Supervisory Control and Data Acquisition (SCADA) control system. With the reinstated item, it will change the Project from \$382,318.58 to \$426,827.50.

SAP GRANT 24-12460-GF

Total Cost \$ 426,827.50

Please, review the attached documents and approve the requested procurement. Thank you.

Regards,


Jordan Javier
Chief Procurement Officer

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO # _____

PURCHASE REQUISITION APPROVAL

2024-25 Fiscal Year

COMMISSION MEETING 03/12/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
94021	WILSON & COMPANY	MSD WATERLINE PROJECT AND CHANGE ORDER 13	Traci Alvarez	Community Development	\$ 426,827.50	RFP
		SEE ATTACH: SCOPE OF WORK & CHANGE ORDER 13				
					\$ 426,827.50	

ATTEST:

Angela Torres, Clerk-Treasurer

Date _____

Rolf Hechler, Major

Date _____

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
INITIAL Notice of Obligation to Reimburse Grantee # 1

DATE: 2/24/2025
TO: Grantee: Truth or Consequences, City of
Grantee Official Representative: Traci Alvarez
FROM: Department Representative: Steven Deal
SUBJECT: Notice of Obligation to Reimburse Grantee
Project Number: SAP 24-I2460-GF

As the designated representative of the Department for Grant Agreement number SAP 24-I2460-GF entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor:	<u>Wilson & Company-Combine 3 Projects, including Waterline on Broadway</u>
Third Party Obligation Amount:	<u>\$456,137.18</u>
Termination Date:	<u>9/20/2025</u>
Vendor or Contractor:	<u>Smithco Construction Inc-Main Street District Waterline Replacement</u>
Third Party Obligation Amount:	<u>\$426,827.50</u>
Termination Date:	<u>6/2/2025</u>

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Appropriation Amount (adjusted for AIPP if applicable)	<u>\$4,400,000.00</u>
The Amount of this Notice of Obligation:	<u>\$882,964.68</u>

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver:	<u>Erika Martinez</u>	Digitally signed by Erika- Martinez
Title:	<u>Capital Outlay Manager</u>	
Signature:	<u>Erika</u>	Date: 2025.02.24 11:37:07
Date:	<u>2/24/2025</u>	-07'00'

"Reimburse" as used throughout this Notice of Obligation to Reimburse includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of the Grant Agreement and are a valid liability of the Grantee.

NOTICE OF AWARD

Date of 08/31/2022
Owner: City of Truth or Consequences Owner's Project No.: 19-600-205-00
Engineer: Wilson & Company, Engineers and Architects, Inc. Engineer's Project No.: 19-600-205-00
Project: Main Street District (MSD) Water System Improvements
Contact Name: Main Street District (MSD) Water System Improvements
Bidder: Smithco Construction, Inc.
Bidder's 6 King Canyon Loop, Caballo, New Mexico, 87931

You are notified that the Owner has accepted your Bid dated **08/31/2022** for the above Contract and that you are the Successful Bidder and are awarded a Contract for:

The Base bid \$6,851,722.59. The owner reserves the right to add a portion of the base Additive Alternate 1 and base Alternate 2 at a later date as funding allows.

The Contract Price of the awarded Contract is \$[\$6,851,722.59]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[5] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

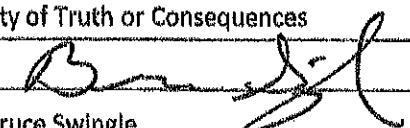
☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [5] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Truth or Consequences
By (signature): 
Name (printed): Bruce Swingle
Title: City Manager
Copy: Engineer

CHANGE ORDER NO.:13

Owner:	City of Truth or Consequences	Owner's Project No.:	PO No.76940
Engineer:	Willson & Company, Inc.	Engineer's Project No.:	19-600-205-22
Contractor:	Smithco Construction, Inc.	Contractor's Project No.:	536-22
Project:	Main Street District Waterlines Replacement		
Contract Name:	Main Street District Waterlines Replacement		
Date Issued:	01/20/2025	Effective Date of Change Order:	01/20/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

This Change Order Request is being submitted by Willson & Company, Inc. for the Main Street District Project to reinstate items previously removed in Change Orders 10, 11, and 12. The reinstatement of these items, for which the city has agreed to provide additional funding, will encompass the completion of all electrical and control systems that were initially excluded from the project scope. This change order ensures the establishment of a fully operational Supervisory Control and Data Acquisition (SCADA) control system, delivering a comprehensive and functional solution aligned with the project's objectives. Specific line items and their associated quantities as detailed below:

	ELECTRICAL DESCRIPTION	QTY	COST ASSOCIATED
10	SCADA Allowance	LS	\$150,000.00
<u>62</u>	<u>Well 1 Demolition and Installation, CIP</u>		
	62.1 Mobilization	LS	\$1,200.00
	62.2 Materials Delivered	LS	\$2,982.36
	62.3 Demolition	LS	\$4,200.00
	62.6 Instrumentation	LS	\$1,200.00
<u>63</u>	<u>Well 2 Demolition and Installation, CIP</u>		
	63.1 Mobilization	LS	\$1,400.00
	63.2 Materials Delivered	LS	\$2,000.00
	63.3 Demolition	LS	\$7,680.00
	63.6 Service Equipment Installed	LS	\$200.00
	63.7 Instrumentation	LS	\$860.00
<u>64</u>	<u>Well 6 Demolition and Installation, CIP</u>		
	64.1 Mobilization	LS	\$2,640.00
	64.2 Materials Delivered	LS	\$360.00
	64.3 Demolition	LS	\$7,920.00
	64.4 Instrumentation	LS	\$2,550.00
<u>65</u>	<u>Well 7 Demolition and Installation, CIP</u>		
	65.1 Mobilization	LS	\$2,850.00
	65.2 Materials Delivered	LS	\$360.00
	65.3 Demolition	LS	\$7,920.00
	65.4 Instrumentation	LS	\$2,550.00
<u>67</u>	<u>Morgan St. Demolition and Installation, CIP</u>		
	67.1 Mobilization	LS	\$2,040.00
	67.2 Materials Delivered	LS	\$421.46
	67.3 Demolition	LS	\$3,000.00
	67.6 Instrumentation	LS	\$27,878.41

	ELECTRICAL DESCRIPTION	QTY	COST ASSOCIATED
68	<u>Cemetery St. Demolition and Installation, CIP</u>		
	68.1 Mobilization	LS	\$3,060.00
	68.2 Materials Delivered	LS	\$2,672.63
	68.3 Demolition	LS	\$7,500.00
	68.4 Underground Installed	LS	\$200.00
	68.5 Racks & Equipment Installed	LS	\$220.00
	68.6 Instrumentation	LS	\$27,853.70
69	<u>Cook St. Demolition and Installation, CIP</u>		
	69.1 Mobilization	LS	\$1,500.00
	69.2 Materials Delivered	LS	\$55,200.02
	69.5 Racks & Equipment Installed	LS	\$900.00
	69.7 Instrumentation	LS	\$51,000.00
	<u>TOTAL COST ASSOCIATED</u>		\$382,318.58

COR 35 Bypass Pumping

Smithco Construction, Inc. submits the following Change Order Request for the referenced project for the time and materials associated with electrical delays that have occurred during the course of the project.

Total Amount of this Request: \$44,508.92

TOTAL CHANGE ORDER AMOUNT OF \$426,827.50 EXCLUDING NMGR

This change order requires an additional 90 calendar day to be added to the contract time.

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price: (Excl. NMGR T) <u>\$6,314,951.70</u>		Original Contract Times: Substantial Completion: <u>October 19, 2023</u> Ready for final payment: <u>November 18, 2023</u>	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 12: (Excl. NMGR T) <u>\$709,066.33</u>		[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 12: Substantial Completion: <u>January 31, 2025</u> Ready for final payment: <u>March 2, 2025</u>	
Contract Price prior to this Change Order: (Excl. NMGR T) <u>\$7,024,018.03</u>		Contract Times prior to this Change Order: Substantial Completion: <u>January 31, 2025</u> Ready for final payment: <u>March 2, 2025</u>	
[Increase] [Decrease] this Change Order: (Excl. NMGR T) <u>\$426,827.50</u>		[Increase] [Decrease] this Change Order: Substantial Completion: <u>May 1, 2025</u> Ready for final payment: <u>May 31, 2025</u>	
Contract Price incorporating this Change Order: (Excl. NMGR T) <u>\$7,450,845.53</u>		Contract Times with all approved Change Orders: Substantial Completion: <u>May 1, 2025</u> Ready for final payment: <u>May 31, 2025</u>	

Recommended by Engineer (if required) By: <u><i>MM #12</i></u> Title: <u>Project Manager</u> Date: <u>01/20/2024</u> Authorized by Contractor By: <u><i>[Signature]</i></u> Title: <u>Vice President</u> Date: <u>1/23/25</u>	Authorized by Owner <u><i>Deen Alvaaz</i></u> <u>Assistant City Manager</u> <u>01/23/2025</u> Approved by Funding Agency (if applicable) _____ _____ _____
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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between [ty of Truth or Consequences] ("Owner") and [Smithco Construction, Inc.] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project is to replace 9,415 feet of waterline in the Main Street District (MSD) of the City of Truth or Consequences with 6, 8, 12 and 18-inch PVC waterline via open trench. All service connections will be replaced with new service lines, meter cans, and meters. Upgrades to the Cook Street Booster Station site to include a gas chlorination system, VFD booster pumps with electrical, meter, and chlorination injection vaults.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Main Street District (MSD) Water System Improvements**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Wilson & Company, Inc., Engineers & Architects** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Wilson & Company, Inc., Engineers & Architects** ("Engineering").

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially complete within [360] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [30] days after the date when the Contract Times commence to run.