

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Angie Gonzales
City Manager

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

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, DECEMBER 13, 2023; TO START AT 9:00 A.M.

OPENING CEREMONIES:

A. ADMINISTRATION OF THE OATH OF OFFICE BY THE HONORABLE MUNICIPAL JUDGE GEORGE A. LEE. TERMS WILL BEGIN JANUARY 1, 2024:

Position II City Commissioner - Ingo Hoeppepner
Position IV City Commissioner - Rolf Hechler
Position V City Commissioner - Amanda Forrister

B. CALL TO ORDER

C. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

D. PRESENTATIONS

1. Presentation regarding concerns on Main Avenue in downtown Truth or Consequences. Janice Gray and Kari Fresquez
2. Airport Update. Chad Rosacker, Tech 45 Airport Management
3. Animal Shelter Update. Tara Manning, Animal Shelter Manager
4. Recreational Parks Restroom Vandalism. OJ Hechler, Community Services Director
5. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Gonzales and Department Supervisor

E. PUBLIC COMMENT (3 Minute Rule Applies)

F. REPORTS

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

G. CONSENT CALENDAR

1. City Commission Regular Minutes, November 15, 2023
2. City Commission Special Executive Session Minutes, November 29, 2023
3. Acknowledge Regular Planning & Zoning Board Minutes, October 10, 2023
4. Acknowledge Regular Public Utility Advisory Board Minutes, October 16, 2023
5. Acknowledge Regular Lodgers Tax Advisory Board Minutes, September 25, 2023
6. November 2023 Accounts Payable

H. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 758 An Ordinance Amending the City of Truth or Consequences Municipal Code of Ordinances, by Amending Section 14-30 of the Code Pertaining to Access to Property. Bo Easley, Electric Division Director
2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 760 An Ordinance Amending the City of Truth or Consequences Municipal Code of Ordinances, by Amending Section 14-42 of the Code Pertaining to Energy Cost Adjustment. Bo Easley, Electric Division Director
3. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 761 An Ordinance Amending the City of Truth or Consequences Municipal Code of Ordinances, by Amending Section 14-45 of the Code Pertaining to Electrical Rates. Bo Easley, Electric Division Director

I. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Publication of Ordinance No. 762 TDS Franchise Agreement. Assistant City Manager Alvarez
2. Discussion/Action: Resolution No. 22 23/24 Establishing electric rates for the City of Truth or Consequences. Bo Easley, Electric Division Director
3. Discussion/Action: Abatement Resolution No. 24 23/24 - 306 Foch. Assistant City Manager Alvarez
4. Discussion/Action: Property Abatement Resolution No. 25 23/24 and Dangerous Structure Resolution 26 23/24 - 709 Broad. Assistant City Manager Alvarez
5. Discussion/Action: Resolution No. 27 23/24 Property Abatement at 4100 East 3rd. Assistant City Manager Alvarez
6. Discussion/Action: Amendment to Resolution No. 21 23/24 Declaring a disaster in the City of Truth or Consequences related to waterline infrastructure failure. City Manager Gonzales

J. NEW BUSINESS

1. Discussion/Update: PD Update. Chief of Police Tavizon
2. Discussion/Action: Property Lease Agreement with Talon Septic, LLC. Assistant City Manager Alvarez
3. Discussion/Action: 865 W. 4th Ave. Multi Animal Permit Renewal. Assistant City Manager Alvarez

J. NEW BUSINESS Continued...

4. Discussion/Action: Summary Plat Amendment at 1075 E. Riverside. Assistant City Manager Alvarez
5. Discussion/Action: Approval of Purchase Requisitions over \$20,000. City Manager Gonzales
6. Discussion/Action: Award RFP #23-24-004 to Smithco Construction Inc. for On Call Repair Services. Assistant City Manager Alvarez
7. Discussion/Action: Award RFP #23-24-004 to Global Maven Enterprises, LLC for On Call Repair Services. Assistant City Manager Alvarez
8. Discussion/Action: Tech 45 Airport Management Contract Modification. Assistant City Manager Alvarez
9. Discussion/Action: State of New Mexico Department of Finance and Administration Local Government Division Community Development Block Grant Program Grant Agreement. Assistant City Manager Alvarez
10. Discussion/Action: FY24 State Grants-in-Aid to Public Library Grant Agreement. Assistant City Manager Alvarez
11. Discussion/Action: Approval of City Attorney Contract Renewal for Jaime F. Rubin, LLC. City Manager Gonzales
12. Discussion/Action: Review, Approve and/or Allocate Funds to SCRAGS. Tammy Gardner, Executive Assistant
13. Discussion/Update: Acknowledgment of November 7, 2023 Election Results and Official Canvass. City Clerk Torres
14. Discussion/Action: Selection of alternative date for the 1st Commission meeting in January 2024. City Clerk Torres

K. EXECUTIVE SESSION

1. Limited Personnel Matters (Wastewater Dept.) Pursuant to 10-15-1(H.2).

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

1. Limited Personnel Matters (Wastewater Dept.) Pursuant to 10-15-1(H.2).

M. ADJOURNMENT

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

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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: D.1

SUBJECT: Concerns of speeding issues in the downtown area of Truth or Consequences, NM
DEPARTMENT: Members from the public
DATE SUBMITTED: December 7, 2023
SUBMITTED BY: Janice Gray
WHO WILL PRESENT THE ITEM: Janice Gray and Kari Fresquez

Summary/Background:

Janice Gray and Kari Fresquez would like the Commission and NMDOT to hear their concerns about the speeding traffic problem in the downtown area of Truth or Consequences. There have been many accidents in this area, one recently was very serious. They are seeking possible solutions to slow the flow of traffic and updates on any plans for the future.

Recommendation:

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 12-13-2023

Main Street Petition Truth or Consequences, NM 87901

New Mexico State Highway Department
District One
2912 E. Pine Street
Deming, New Mexico. 88030

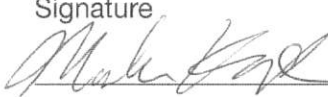
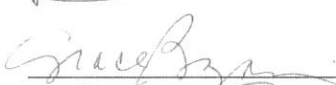
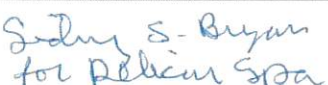
We are petitioning to ask that the NMDOT install a stoplight OR at least a 3 way Stop at the corner of Main and Foch in Truth or Consequences New Mexico, I-25 Bypass.

There is currently a flashing yellow light prior to this intersection and at this intersection so perhaps the cost would be minimal.

There is an extreme problem with vehicles speeding in excess of the 25 MPH limit. In the past 2 years there has been 5 major accident between Daniels Street and Foch, all due to excessive speed.

We would also like to request that the railing be removed or altered with an opening to Parking that runs down the South side of Main. We also request that the parking be reinstated in this area as well.

A Crosswalk mid block would allow patrons to cross Main Street safely
There are many businesses on Main with only street parking available.

Signature	Business Name	Date
	404 MAIN DUST	9/30/23
	402 MAIN J & J Iron Works	9/30/23
	415 MAIN Harte Dangers	09/30/2023
	407/409 MAIN Grapes Gallery	9.30.23
	411 MAIN Light of the Soul Gallery	09/30/23
	Grapes 405 El Centro	09/30/23
	Sea Properties Ltd	09/30/23
	102 main 108 main 110 main for Pelican Spa	#118. main

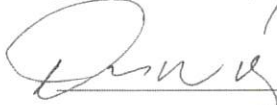
Signature

Business Name

Date

 9/30/23

Bernadette Maye Wild Coyote 113 Main St. 9/30/23
505-934-8425

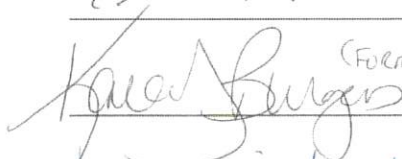
 Denny 113 Main St Torc 505-328-4409 9/30/23

 Pipes 3 more 201 main 9/30/23

CARY GUSTIN 203 Main St 9-30-2023

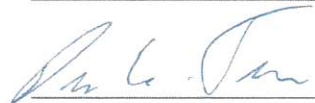
412 main St
Kam Fosgaard Torc nm 87901 10/1/23

 Cam 151 E. Riverside Dr. 10/1/2023

 Karen (Former) Main Street Market Torc 408 main St 10/1/2023

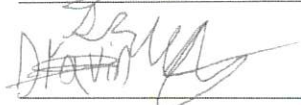
Lenni Jenkins 400 Main St 87901 10/1/2023

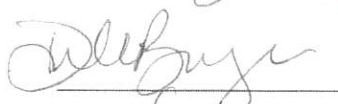
J Sheets 611 N Riverside 87901 10/1/2023

 Phil L. Ten DOT 402 MAIN ST 10/1/2023

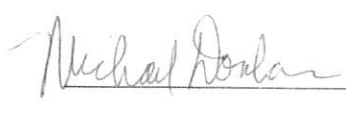
 Denny Howe 400 main 9/2/23

 Denny Sages 9/2/23

 Denny FATHER 105 Main 9/2/23
BISTRO

 Denny The Center Gallery 9/3/23

 Denny Tim WIESE 10-3-23
202 S Foch

 Michael Dorlan 304 Main St 10/3/23
Torc

Signature

Business Name

Date

Al W. Ryan Ryer, Grubbs & Assoc 10/5/23

Scott Edlin Further Bistro 10/5/23

Bruce D RESIDENT 10/05/23

Kyle 312 MAIN ST 10/5/23
DESERT ARCHAIC

Jusie Butler 303 10-6-23
main st

ANDY Underwood Dillwood LLC 10-6-2023

Suzelo 404 Main Street 10.6.2023

10/05/2023

New Mexico State Highway Department
District One
2912 E. Pine Street
Deming, New Mexico. 88030
Attn: District 1 Engineer
Aaron Chavarria, P.E.
aaron.chavarria@dot.nm.gov

Dear Mr. Chavarria,

Thank you for taking the time to read this correspondence. Attached, please see a petition signed by the business owners located on Main St. in Truth or Consequences along with a few ideas for slowing traffic.

We plan to be on the agenda to meet with the City Commissioners on Wednesday, November 15th, 2023 at 9:00 a.m. for their regular meeting. We would like to invite you or a representative from NM DOT to be present to hear our concerns about the speeding traffic problem in the downtown area of Truth or Consequences. There has been many accidents in this area, one recently was very serious. We ask for your input of possible solutions to slow the flow of traffic and updates on any plans for the future.

This concern is not just limited to Main Street but also S. Broadway. We are very concerned that it is just a matter of time before a pedestrian is involved in a major accident. As Main Street Business owners, we ask for your assistance.

Thank you,
Kari Fresquez
Wildflower Strategies, LLC
412 Main St
Truth r Consequences, NM 87901
505-231-7245



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: D.2

SUBJECT: Presentation – Airport Update

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chad Rosacker – Tech 45 Airport Management

Summary/Background:

Tech 45 Airport Management to show some of what they have done recently and give a more specific overview of what they are planning for the near future, as well as further out.

Recommendation:

None required – presentation only

Attachments:

- Presentation
-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

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 12-13-23

Airport Update

12/13/2023

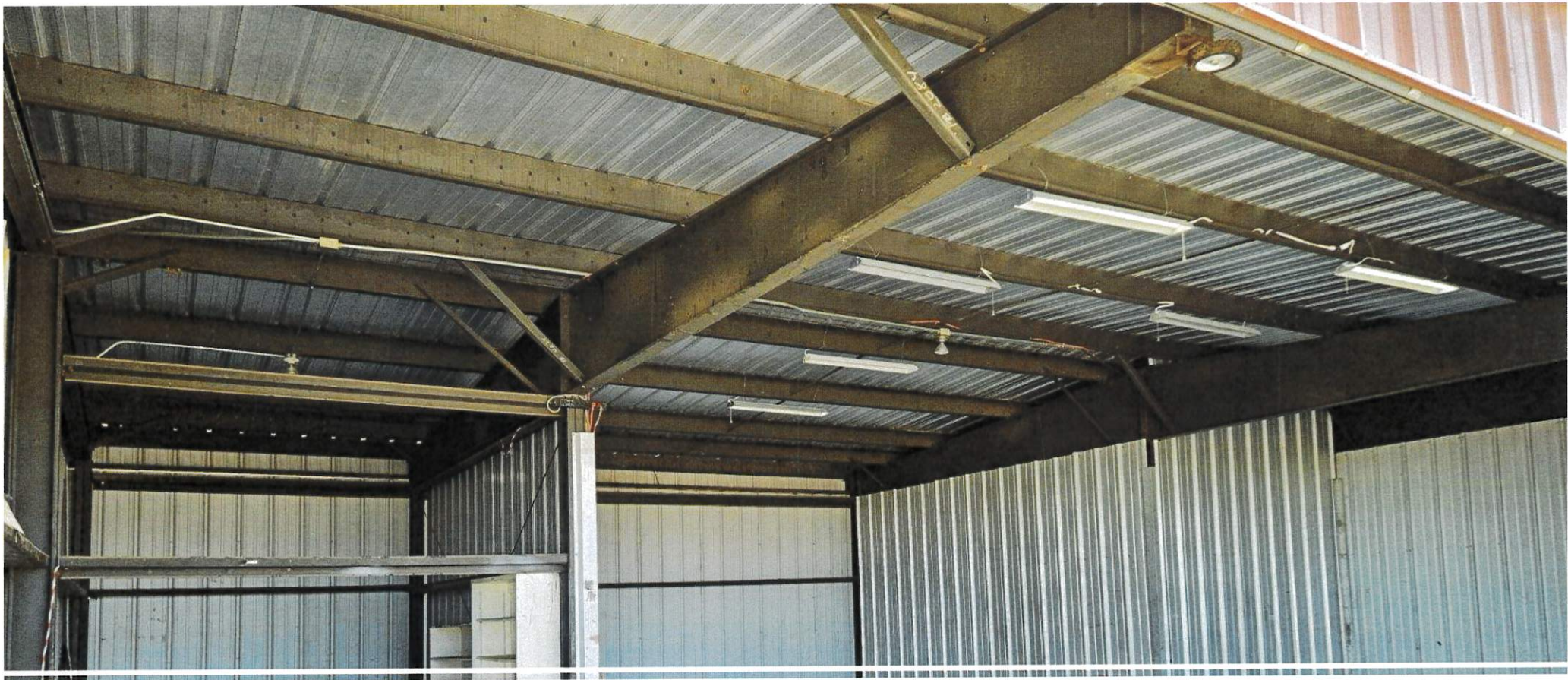
Presented by: Chad Rosacker
Tech 45 Airport Management



Airport Lounge Remodel:

Paint, all new furniture, new decorations, tables window treatments, and a 70" TV.... And many happy customers to come!

... A F T E R



Airport Maintenance Hangar Lighting upgrade and more...



Aircraft Maintenance team has been built!

- Truth or consequences is quickly becoming a perfect place to have your aircraft maintenance needs addressed!
 - We have 4 aircraft mechanics and 2 Inspection authorization personnel who are on Tech 45's list of on-call personnel to take care of any scheduled orr unscheduled maintenance needs of aircraft operating out of the airport 24/7!
 - These individuals are from Las Cruces and Santa Fe, and include one individual who will be keeping their maintenance vehicle complete with everything they need at the airport. We even have a mechanic who can fly in on their own aircraft to take care of emergency needs!
 - This is a vast improvement over past years, where finding maintainers at the airport had been difficult.
 - Tech-45 is available for calls 24/7 to dispatch emergency maintenance personnel for the airports patrons!

Dirt runway upgrade...

- We have configured our equipment to utilize a very large roller that is improving the quality of our already fantastic dirt runways!
- Next step with this is to get the runways tested for hardness and other aspects that may allow for large transport category military aircraft to land at the airport and bring a significant business increase to KTCS. More to come!



Grant Request In work...

- **Airport maintenance hangar** – we are putting together a comprehensive grant request to deliver to the state DOT aviation division, as well as the FAA for the erection of a large maintenance hangar to house all of our beautiful equipment and inventory items at the airport. This will allow for the pippen hangar to be used as an income source for the airport moving forward and create yet another feature that attracts patrons to our area.

Airport master plan updates

- Starting in January, Tech 45 will be looking at the current airport master plan, and work with City management to move forward creating a plan that brings the future of the airport into clear view and makes it a lasting, and impactful part of the New Mexico aviation community, and the communities of the T or C area. This will be a months long endeavor which will culminate in the approval of the plan through engineering and city government.

Truth or Consequences Fly in Date Chosen!

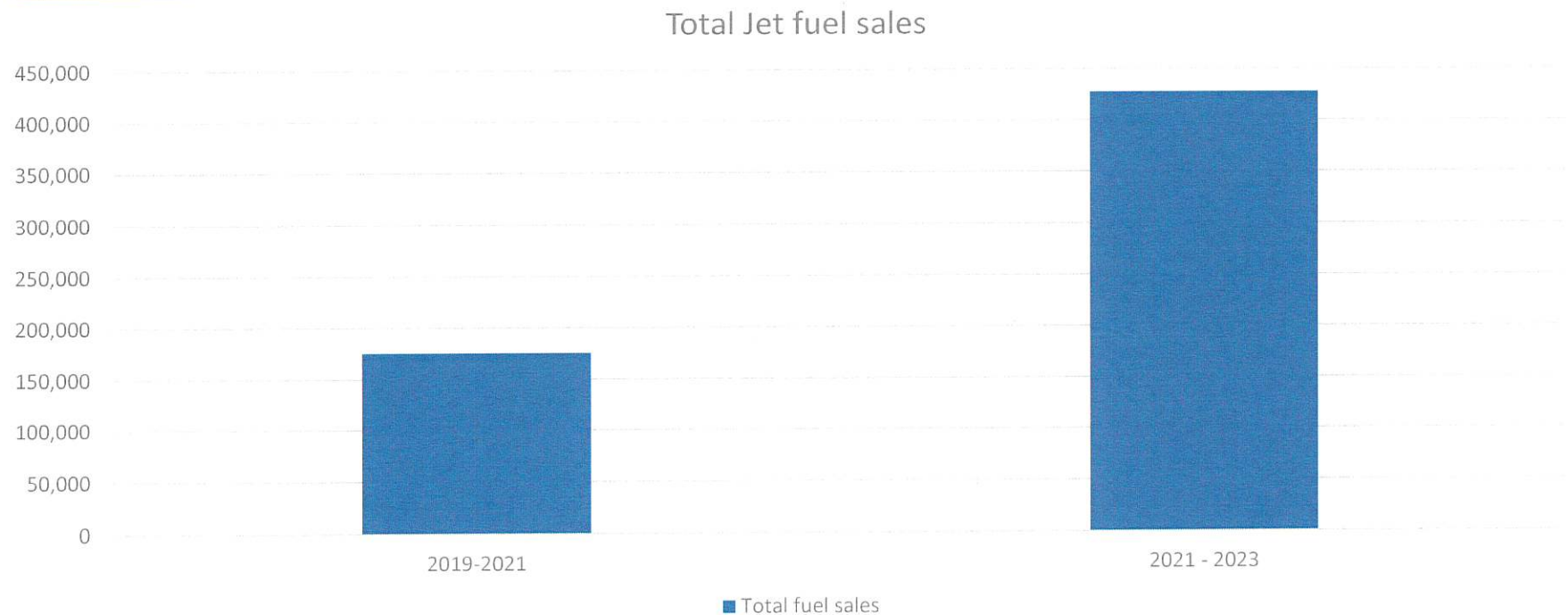
- For the consideration of the commission we would like to get approval to hold the first annual T or C fly in at the airport on 4/13/2024!!
 - Participants will fly their aircraft in on Friday and Saturday morning.
 - We will have the airport open to the public all day on Saturday where they will be able to participate in many activities and visit our vendors and food trucks. As well, we hope to have some flying demonstrations and a spot landing competition.
 - We will have a “peoples choice” award for a number of categories for the show. Much like a car show, Visitors will be able to vote for their favorite plane at the fly in.
 - Tech 45 will be the primary sponsor of the events, which include an indoor paper airplane flying competition with trophies for the furthest distance and time aloft!
 - All aspects of the fly in will be planned and managed by Tech 45 Airport Management.

Fuel sales plan outline...

- Tech 45, working with the City of T or C, will continue to monitor and adjust our fuel prices to be competitive and continue to gain momentum in fuel sales quantity, with a focus on selling Jet-A fuel to larger customer aircraft.
- Textron Aviation (Cessna) has started using our airport for flight testing and plans to continue that relationship. We will be searching out other customers to utilize the airport a well, including our local military installations. We are completing the last steps for our airport to be 100% prepared for this, to include manpower increases. The preparations at the airport over the last 12 months especially have allowed us to get to this point. Stop by, our airport is beautiful!

Fuel Sales comparison: 2 years prior to Tech 45 and 2 years since....

243% increase in fuel sales



Questions?



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: D.3

SUBJECT: Discussion/Update – Animal Shelter Expansion

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Tara Manning – Animal Shelter Manager

Summary/Background:

Update the Commission on the progress of design of Animal Shelter Expansion

Recommendation:

None – Update only

Attachments:

- Draft Conceptual Plan
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

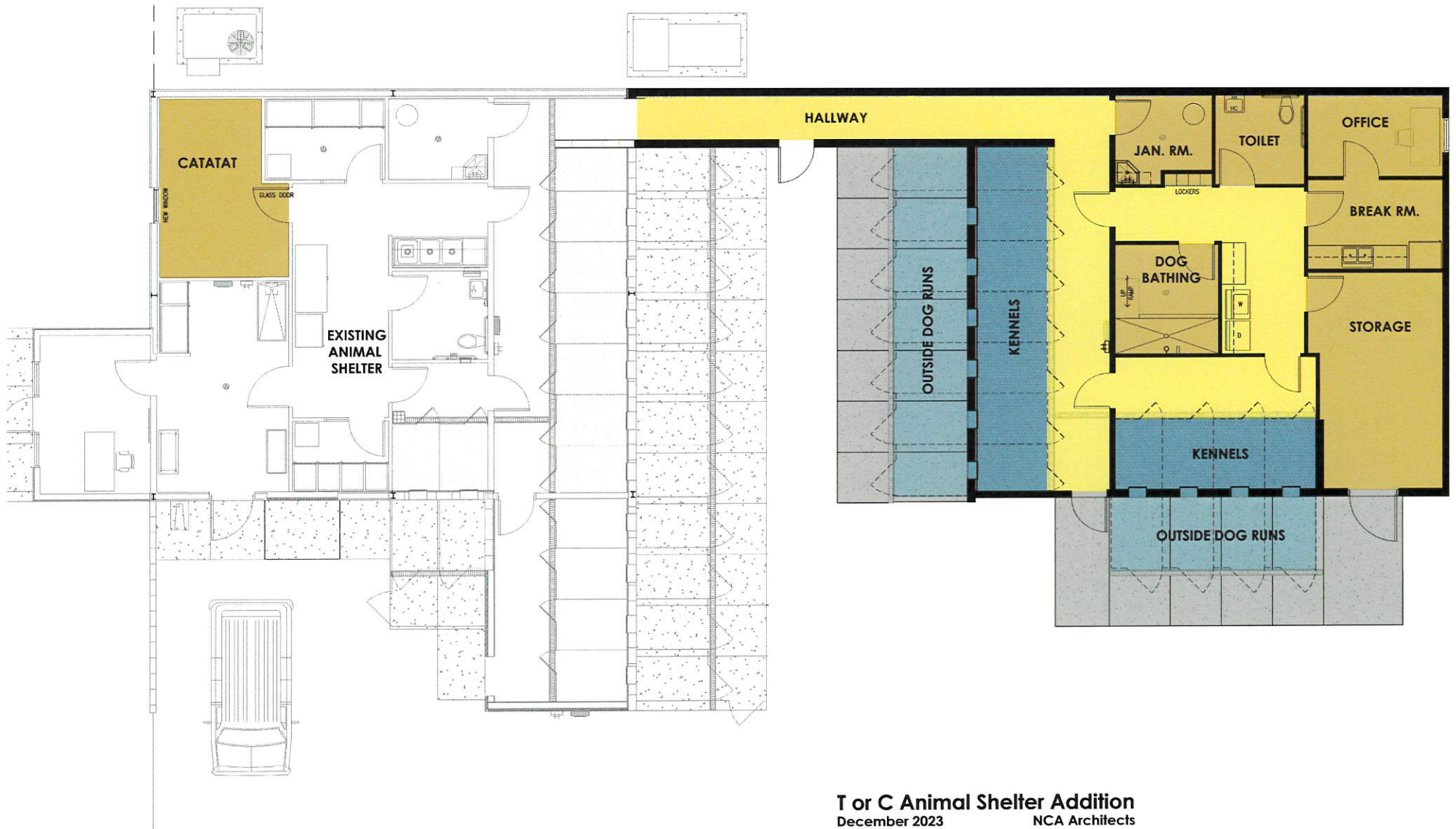
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-13-23



T or C Animal Shelter Addition
December 2023 NCA Architects



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: D.4

SUBJECT: Discussion/Update – Recreational Parks Restroom Vandalism

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Orrin Hechler – Community Services Director

Summary/Background:

Update the Commission and Public on Park restroom access due to vandalism

Recommendation:

None – Update only

Attachments:

- Pictures of Vandalism
-

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. -

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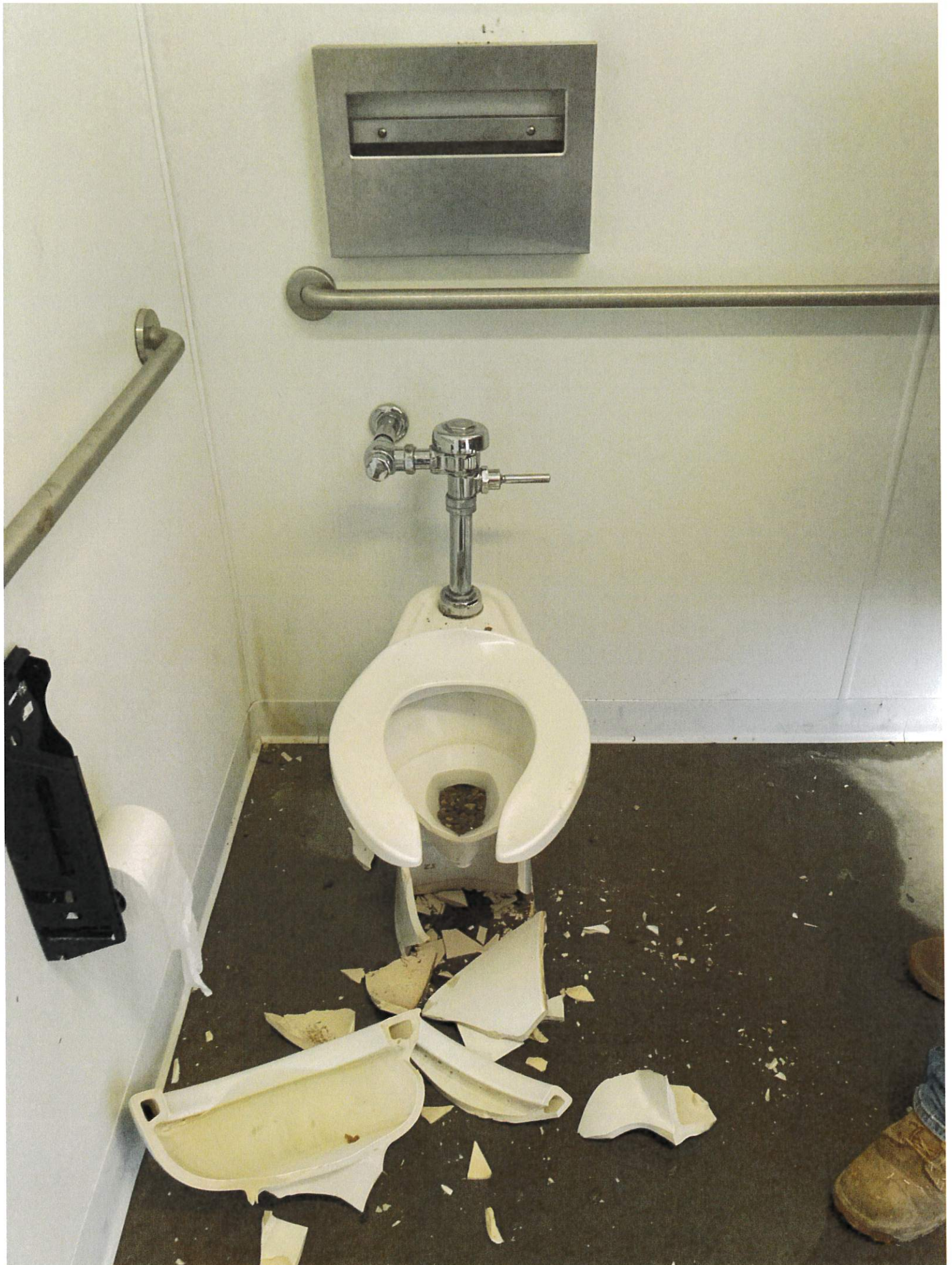
☐ Approved ☐ Denied ☐ Other: -

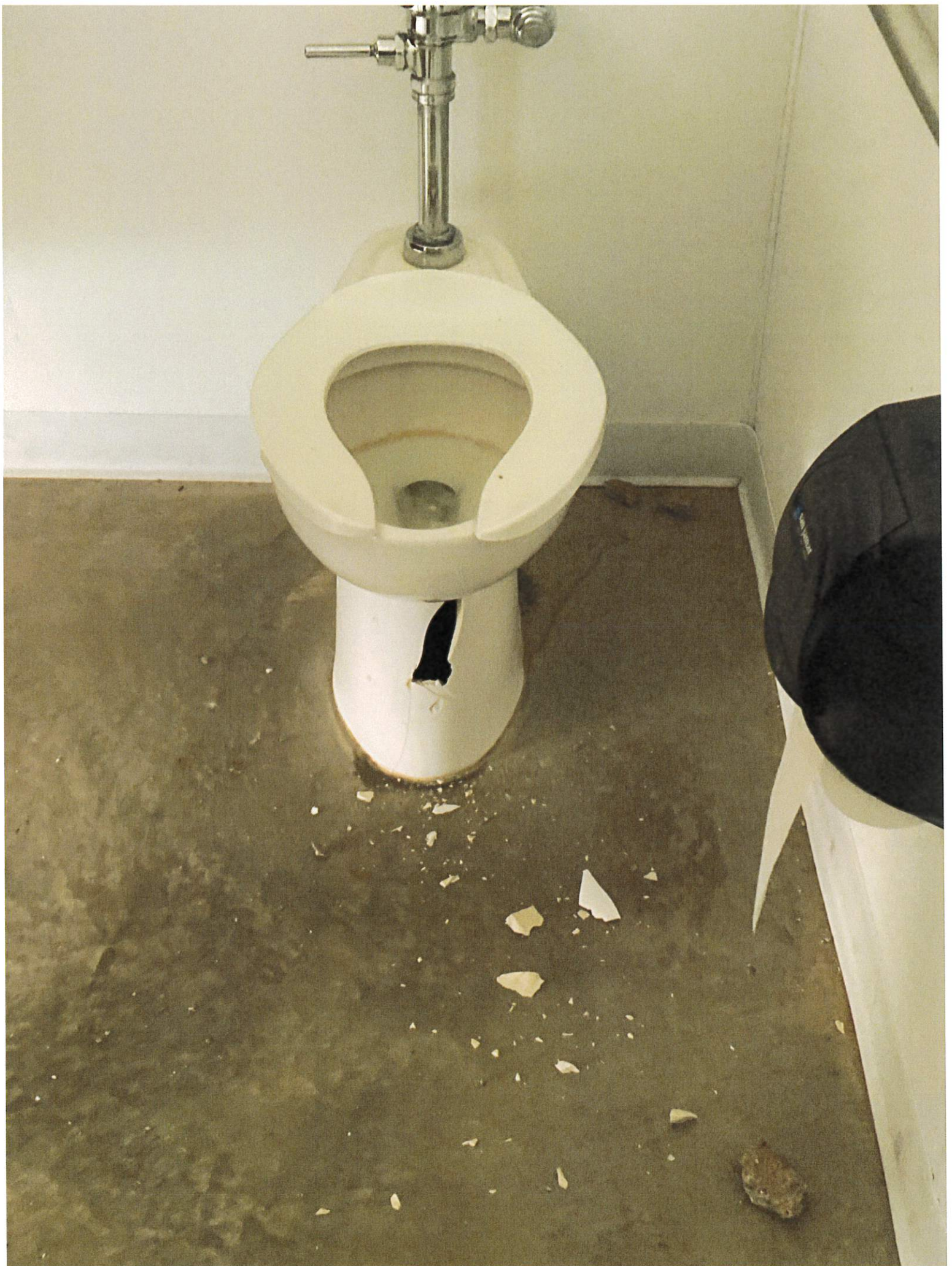
File Name: 12-13-23



MENS











CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: D.5

SUBJECT: Presentation of Service Anniversary Awards.

DEPARTMENT: Finance

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Alona Niebergall

WHO WILL PRESENT THE ITEM: City Manager Gonzalez and department supervisor

Summary/Background:

Employee Anniversary: Cool, Thomas – 8 years
Employee Anniversary: Kapela, Silke – 18 years
Employee Anniversary: Yaw, Shae – 7 years
Employee Anniversary: Standley, Elizabeth – 2 years

Employee Anniversary: Scott, James – 1 year
Employee Anniversary: Warner, Chelsea – 1 year

Recommendation:

None. Presentation Only.

Attachments:

-
- -

Fiscal Impact (Finance): No

Legal Review (City Attorney): No

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 12-13-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: G.1

SUBJECT: City Commission Regular Minutes, November 15, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 5, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

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CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, NOVEMBER 15, 2023

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Kristie Wilson, Finance Director
Luis Tavizon, Chief of Police
Arnie Castaneda, Water/Wastewater Director

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

2. SILENT MEDITATION:

Mayor Forrister called for fifteen seconds of silent meditation. The Commission asked that everyone keep the families of Susan Curry, Eliana Aubin, and LaRena Miller in your thoughts and prayers.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Hechler moved to approve the agenda with item I1 to move after C2. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PRESENTATIONS:

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

City Manager Gonzales presented an Employee Service Anniversary Award to Sonya Williams for 10 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Timothy Hanna for 6 years of service with the City of Truth or Consequences.

City Manager Gonzales and Librarian Pat O'Hanlon presented an Employee Service Anniversary Award to Denise Balko for 5 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award on behalf of Jamie Sweeney for 7 years of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award on behalf of Buster Smith for 1 year of service with the City of Truth or Consequences. Buster previously served 25 years with the City of Truth or Consequences.

City Manager Gonzales and Chief Tavizon presented an Employee Service Anniversary Award to Deanna Knull for 1 year of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Chief Tavizon for 1 year of service with the City of Truth or Consequences.

City Manager Gonzales presented an Employee Service Anniversary Award to Leslie Romero for 1 year of service with the City of Truth or Consequences.

Chief Tavizon presented an Employee Service Anniversary Award on behalf of Jude Vega for 4 years of service with the City of Truth or Consequences.

2. Proclamation naming Saturday, November 25, 2023 as Small Business Saturday.

Mayor Forrister presented the Proclamation naming Saturday, November 25, 2023 as Small Business Saturday.

New Business item I1 was moved after item C2.

I1. NEW BUSINESS: Discussion/Update: Water Update.

Arnie Castaneda, Water/Wastewater Director gave an update on the water operations. (Presentation attached hereto and made a part hereof).

D. PUBLIC COMMENT (3 Minute Rule Applies):

Cathy Mears Martin addressed the Commission with comments related to:

- She is here on behalf of MainStreet T or C. She thanked the city for presenting a Proclamation for Small Business Saturday. Saturday, November 25th is Small Business Saturday. MainStreet T or C and the local businesses are asking people to shop local first, so before doing any of your holiday shopping online or in other places, please support our local businesses. They have been doing a stellar job over the rest of the year and shop local first. They will be running giveaways on the day, and they will also be doing a fun little scavenger hunt.
- The Halloween event went really well. They wanted to thank all of the local businesses for participating. Everybody took part, as well as the Police Department and the Streets Department. They made sure that it was a very safe event.
- The Recycled Art Show closing event will be tonight from 6-7 pm. There are still a few items available. They've had over half of the items already sold. They are raising money for students for two scholarships that are a part of the Bountiful Alliance Recycling Committee. They really appreciate all of the support for that as well.
- The Here's Your Sign project unveiling was on Saturday at the Art Hop at the Black Cat Books and Coffee Shop and the Rebel Roadrunner. MainStreet will be doing a couple of things on social media to raise more awareness.
- The Old-Fashioned Christmas Event will be held on December 8th. They have requested that Main and Broadway be closed. They are working with the Streets Department and the Police Department to ensure safety for everybody on that day. They are looking for volunteers. They want to get things like carolers, hay rides, and vendors set up at Healing Waters Plaza. They will also have a window display competition for local businesses, and this year they would like for a student to do the tree lighting, and there will be

a competition for them to create a card about T or C and winter in T or C. They would like to print the top 3 or 5 that are submitted.

David Turpen addressed the Commission with comments related to:

- He is in support of a new Police Department Facility. The Armory is a bigger and more secure location for the evidence. As you all know we have a horrible problem with a revolving door, and we don't need to add to that revolving door.
- He is a local contractor here in town. He is an electrician, and he butts heads with Bo Easley a lot on things. One thing is majorly is on infrastructure here. He had a customer last week who had an electric line that comes up out of the arroyo on Grape Street into his property. You can actually stand and touch the line that comes in off of the power grid. It should not be the customers responsibility to replace or fix that infrastructure. No matter what upgrades the customer does, they did not move their existing power, so it should not be their responsibility. He called Bo, and he got very defensive. It should not be up to the citizens of the city to fix the infrastructure in the city. That line was unsafe, so it should be on the city's dime, not the customers dime.

Robert Waylon addressed the Commission with comments related to:

- He is in support of the repurposing of the Armory for the Police Department. We are in high hopes of our city growing. There is a lot of construction and a lot of things going on right now so we should have a respectable place for the officers to serve our community, and we need somewhere for the evidence to go. It is a great location, and he thinks that the city has a great strategy on how to finance things and how much cheaper it will be. He thinks there is great leadership there, and it is a great plan, and a great strategy that the Chief already has. He is stepping up to the plate with a plan. We fully support it, and he knows that there are lots of other people out there in the community who support it.
- He is a Main Instructor at the Palomas Springs Nursing Home, so whatever funding you can give the water department to keep the water on, please do whatever you have to do, because he has to look the residents in the face when they don't have any water, and he has to figure out how to get them water. They are playing with our money in Santa Fe, so let's get them to shell some out to us.

Kathleen Sloan addressed the Commission with comments related to:

- She had a question about Mr. Castaneda's presentation. In 2020 when the flood happened, an emergency was declared, and we made a claim for emergency funding, so why were the \$2 million headworks not replaced using emergency funding. We cut back 4 or 5 times on the downtown water project, and Cook Street was \$2 million of that budget, and it sounds like, from all the problems that they had at Cook Street, that what would have benefited and prevented system wide problems at Cook Steet, if we had taken care of it by

replacing the pumps and valves. Who is making the decision to cut what, when we have to cut back because the price has changed. That sounds like that was not good decision making. We hear about these problems after the fact, but we don't hear about the plans upfront, and why they are being cut back, and what is being cut back, and what should be a priority. She has said several times, we need a master plan. Is it \$200 million worth of water and wastewater infrastructure problems. We need a master plan that combines the cost of fixing water, and sewer and street repair. That needs to be done in the most efficient, and cost-efficient manner. We have been dealing with this for years, and we still have no master plan. She feels like we are attacking this piece milled and our priorities don't even become evident and they aren't being considered.

E. REPORTS:

City Manager Gonzales reported the following:

- She could not keep up with Mayor Pro-Tem Hechler while they were in New York. He and Chief Tavizon ran her to the bone. We had a very quick, but successful trip. They went with a goal in mind, and that goal was to help our community move forward. They met with some very serious people, and they did a darn good job. We worked hard. It was a bit overwhelming, and exciting to go and represent the city, and to be able to answer their questions.

City Attorney Rubin reported the following:

- The city has been aggressive in enforcing our code. Ms. Alvarez has sent several files to him regarding possible violations of weeds, and litter, and refuge so we are in the process of proceeding in the direction of trying to enforce our code.

City Commission Reports:

Commissioner Fahl reported the following:

- She expressed her appreciation to the city staff for their help with the Veterans Day program at the Veterans Memorial Park. She has served on that board since 2003, and she thought that was the best program they have had in many years. They had great attendance, and they couldn't have pulled it off without the city staff. They did so much stuff to help prep and cleanup. She thanked everyone who was able to attend. It was an excellent program.
- Tagging onto Small Business Saturday. There are a lot of organizations that are having craft fairs and other activities from now to the holiday season, and everything you buy there is for local people, so we really want to encourage you to do that. There is just so much going on between now and the holidays, so she wants to encourage everybody to go and spend their money here in town. She is also on the Geronimo Springs Board, and they are having a craft fair on Saturday so please go to that.

Commissioner Harrelson reported the following:

- I'm going to start with Spaceport. I went with Commissioner Hechler to the Spaceport for a launch, and it was fantastic. It was a great experience meeting a lot of people and engineers. We really got a birds' eye view of what was going on, and our community really needs to be knowledgeable about that. It's one of those things the school system really needs to be involved in. There were 6-8 kids from a Las Cruces Middle School who asked great questions, and our community needs to do the same thing.
- We've had a lot of keyboard warriors spreading misinformation. We do this for the children in our community. This is for their future, not ours. They're the life, and blood of our community. I supported the district in giving \$100,000 for reading instruction for our school district. Those are things I'm passionate about. I have children and grandchildren, and we want them to be here and stay here. To the naysayers. We've done a great job of supporting our community and not just one sector. No matter what we say here, it gets twisted and gets shared as misinformation to the public. It could be due to a comprehension vocabulary deficit where people are not understanding what's being communicated, or a behavioral issue. We are continually having to go back and discuss things from past commissions. We need to communicate and document more of the good things happening within the community. The keyboard warriors sharing misinformation need to stop.
- We've worked very hard to be sustainable, and we worked toward a balanced budget which hasn't happened in years. We are continuing to work on infrastructure. We have roadblocks due to Santa Fe not recognizing or seeing what is happening here. There are also the quality-of-life amenities that have been brought up and are addressed by Mayor Amanda and Mayor Rolf. I want that on record who addressed this rather than anyone else. They were who brought up how we need to use our money. This has been documented in past commissions. In all past commissions, if you read something, you need to check facts because it is not true. I hope for the future of this community that we stop believing bloggers and misinformation and we look up the truth and the facts and we see how hard this job is and how much we've worked to do what we're supposed to do. We're here for everyone in our community not just one small part of it. We make decisions for everyone. The life blood of this community is our children.
- Cutbacks are done through budgeting. When that happens, we know that we're having to cutback through the guidance of an engineer. We have to be really diligent about that. We don't know about these things, so we need someone who knows and it's documented and transparent. Everyone in the community knows what's happening. We have to piece meal things together with tiny bits of money at a time. We have to go with what's important. I hope people know the real truth.

Mayor Pro-Tem Hechler reported the following:

- He recognized 3 ladies from our community who recently passed away and have contributed to our way of life. Eiliana from Desert Haven consistently taking in animals in need within the community. He worked with Susan Curry over the last two years during Fiesta with the vendors. She was well liked and she did a wonderful job. She was a dynamo who he has known for many years. LaRena Miller at the visitor center, spoke and represented us well when Spaceport started and she did the scenic byways. They will be missed.
- On the business trip to New York with the Chief and City Manager, we rose to the occasion. We're going to get some things that are very beneficial to the community. It was a worthwhile trip.
- Thank you for letting him present to legislative finance committee a couple weeks ago. We talked extensively about our water issues. He introduced our situation, and our Senator and representatives took over. They're well-versed about what's going on in TorC. They want to be supportive and do things for us. We didn't get the support of the governor's office that we need. We need to start an initiative to get heard and let them know what's happening here. That will be my drive over the next 2-3 weeks. The biggest item that gets in the way of our economic success is this water problem that needs to be addressed.

Mayor Forrister reported the following:

- We live in a great community. It's unfortunate that we have to deal with so much of the naysayers, and we don't stand together for our community. However, the majority do, and she appreciates you guys so much.
- Small Business Saturday: I challenge everyone to support our downtown small businesses. When we ask for donations, they come from our neighbors and struggling businesses. We have a buyers appreciation dinner for the 4H FFA sale on December 12th. Those are all people who donate to the kids of the community. They live and work here, and at any point in time I appreciate anyone supporting them back. Emphasizing our great community.
- We went to Santa Fe last year, and had meeting with Governor's office, and they are aware of our issues. We're not heard with open ears. We're not important other than our legislators, local representatives, and our senator. They know our problems and want to help us. It's going to take the whole community getting involved. We've been on NBC news, and will keep trying.
- Cook Street: It's her understanding that was not taken out due to supply and demand. It is backtracked for 287 days of getting that fixed. Again, know your facts.
Our volleyball team won 2nd back to back at district. We won last year for the first time in 16 years. One player is eager to play volleyball at the next level. She is Commissioner Harrelson's daughter. We got 2nd seat in the state. She invited everyone to go to the next game for support.

Commissioner Mitchell reported the following:

- Hot Springs High School participated in the NM State Quiz bowl and took 1st place. Great job to the kids. They did great!
- The National Honors Society bowling fundraiser is taking place on 11/29. Teachers vs. EMTs vs. Police Dept. vs. everybody. They're having pools on who will win. Tickets required are available at Rebel Roadrunner, Hot Springs High School or NHS. We would like the community to come out to support this fun night!

Mayor Forrister added: I'm glad we support the kids of our community at all cost.

F. CONSENT CALENDAR:

1. City Commission Regular Minutes, October 25, 2023
2. October 2023 Accounts Payable
3. October 2023 Income Statements

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

G. PUBLIC HEARINGS:

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 756 authorizing issuance and sale of \$4,500,000 City of Truth or Consequences Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023 for the purpose of acquiring, constructing, furnishing, equipping, beautifying and making improvements to a Law Enforcement Facility:

Mark Valenzuela, Bosque Advisors, LLC: I am grateful to have worked with your team that went to New York. They made his job easier by offering a clear description of our community and communicating all information. S&P expressed interest in visiting T or C because of this. Chris will talk about the bond ordinance. The rating process costs \$15,000 to S&P. This is an investment we are hopeful will improve over time. Ruidoso started at a low investment grade rating which is triple B (BBB) several (about 8) years ago, and they kept at it, and every time they would issue debt, they would go see the rating agencies, and now they're up to an AA minus rating, which is a 3-notch jump. For the community, every time you notch upward, and improve your credit rating, you pay a lower cost of financing. Over a long-term financing, that is several hundred thousand of savings. The initial \$15,000 investment or the rating could potentially produce that level of savings for the community. The meeting was all business. Your team was fantastic in describing your overall community. The transaction is up to \$4.5 million, up to 30 years. We expect it to be roughly a 25-year financing, and likely not full \$4.5 million. I think it will likely be in the \$4-4.4 million range. The legal pledge is that municipal state shared

gross receipts tax, which is 1.225% of the total amount. This is the legal pledge. It is not the money that the city will be using to repay their debt. The .25% for law enforcement that has been in oppose, will be the money that will repay the debt. The reason we're using the municipal state share is because it's more money, and it's a better credit. It's going to be the best opportunity the city has to get the highest possible rating you can get from the rating agencies. Finally, this will be a tax-exempt financing. There's the opportunity to refund some existing debt, if it makes sense. We will not do it if it doesn't. You have two very small loans with about \$60,000 remaining on them. If we can generate enough bond premium, where bond investors are paying you a little bit more, for example, if a bond is \$100, there are investors that might pay \$110 right now. That's where the market is. If we can generate that kind of premium, we can use that cash to pay these off, and get them off the books, and start refining the debt portfolio. That's the transaction that is in front of you, and I can answer any questions after Chris presents the bond ordinance.

Chris Muirhead, Modrall Sperling: Let's talk about the legal structure we did a couple weeks ago. The important thing to remember as Mark indicated, is the pledge of the shared gross receipts tax. That is what any investor would look to if there is a shortfall that they could tap that. They cannot tap any other GRTs, system revenues, or any other general obligations. Being a special limited obligation, that is the nice benefit of that. This is the singular action that you need to take to get the process going and to issue the bonds. We would be back with the final pricing terms for informational items. This ordinance delegates to the Mayor, City Manager, and Finance Director to accept the terms of the sale subject to the terms of the parameters of this ordinance, which are the maximum of \$4.5 million, with 12% interest which is a statutory maximum, but will be substantially lower than that. As well as the 30-year maximum on terms, which might be lower than that. This does approve the project. It approves funding a reserve fund because that will help the credit, and the investors will want to see that. It does authorize the refunding if that does make sense. The majority of the ordinance is kind of the nuts and bolts of the bond, the creation of various accounts, and once the bonds are sold, the money would go into an acquisition account to fund the project. You are limited to do what in fact you are approving today. A reserve account will be used as a safety net, should there ever be a short fall, and that reserve fund can be used to pay debt service, and is funded at the time of final maturity of the final payment of debt service. It creates various covenants that basically are to continue to operate the facility as a police department, and you will continue to earn state shared gross receipts tax which is the tax the state gives you, so that's already in place. They can't make you go increase it from 1.225%. That is your budget, and that is what the state has given you. That's the maximum pledge that it will ever be. You may decide as a community as Mark said, to use other funds to pay it, and that's always at your discretion. This is your moment where you would approve the moving forward, and that would get the ball rolling to the next step.

City Attorney Rubin: You were saying something about *12% interest*.

Chris Muirhead, Modrall Sperling: The statute states you cannot incur debt for a special revenue bond in excess of 12%. The state legislature has said not in excess of 12%. 40-50 years ago, it may have been that high, but it is not now. They have capped interest to that. In a G.O. bond, your cap is 10% and as you saw, it was well below that number.

Chief Tavizon: When I first started looking at doing some research from 2017, I looked at the actual .25% that was allotted for public safety. That was passed in 2011 where that .25% would come out of the GRT which is 1.87%, so it's not even the municipal share that we're pledging. That .25% wasn't allocated specifically to salaries. It was public safety. Creating this opportunity to have this new facility will be just that. Public safety for the entire community. It makes us that hub. In addition to some of the research that I did, I was looking at what the cost of new construction would be vs. renovation. That was some questions that were out there. Gallup paid \$24 million for new police department facility. The lowest I could find was \$10 million. I wanted some hard numbers rather than just internet searches, so I reached out to our architects and I asked for costs.

He read a letter from our architects dated October 17, 2023. Renovation of armory building vs. new police station.

- *Dear Chief, in regard to your inquiry about the cost of renovation vs. new construction, the following would apply: Renovation for the size of the 13,375 square feet armory = \$250/ per square foot for a total of a little over \$3.3 million. The new construction & site work including installation of all utilities would be an initial lump sum of \$400,000 upfront, and for the same or similar size comes out to \$730/per square foot with a total of \$9.7 million cost. Our rule of thumb for renovation vs. new construction uses a 50% breakpoint. If it costs more than 50% to renovate, then new construction is usually a better option. However, \$250/square foot is 27% well under that 50%. This renovation is a logical and rational erection for the T or C police. Renovation may not meet your needs.*

Side note: which I believe it will because we get to have a say of what that interior of the building is going to look like and it is fortified. When they built these armories, they built them for the military so they're strong solid concrete walls that meet our needs. Other agencies have used them, and they've been successful in their application.

- *letter continues... The renovation may not meet your needs. However, as well as a new building with no limitations like the existing envelope. However, our plans seem to work well for your needs.*

We have looked at different options and renovation is the best option for our tax payers. It presents the best opportunity for us to have that facility that we need. For that I stand for any questions that you may have.

Commissioner Fahl: Chief, will the \$15,000 for the ratings fee come out of your budget?

Chief Tavizon: It will come out of the bond.

Commissioner Harrelson: What I'm hearing from our public is that they don't understand how budget works, and when something is earmarked for a certain thing, you can't spend that money on something else. We can't get this money from this bond, and then turn around and spend it to fix water. It has to go to what we're earmarking it for. That needs to be made clear because I think there is some miscommunication that somehow funding comes in, and we can re-direct it wherever it needs to go. That is illegal. That's not how public funds work. Whatever it's earmarked for, that's what it goes to. If we choose to put this in, we can't take this money and then next week say oh we're gonna go fix the water on Cook Street. That doesn't work that way. I want that to be clear. I want to communicate that to the public, that's how this works. Any bond that comes through or any earmarked money that comes from federal or state funding is earmarked exactly for what it's for. You cannot spend it on other things.

Mayor Forrister: And the money that's using to be paid back is earmarked just for police GRT. We can't use that money for anything else.

Commissioner Fahl: It's not coming out of the general fund.

Chief Tavizon: There's no increase in taxes. It's already money that's allocated. That percentage is already there. It's gonna be contingent upon what we get as a whole from the state. If the GRTs are great, it's gonna be higher if they're doing really well. It's earmarked for public safety.

Mayor Forrister: We can't get this money and go pay for water lines. We would love to do that, but we cannot so we might as well use it for something that's going to be beneficial to our community.

Mayor Pro-Tem Hechler: Chief, explain a little bit about what else this facility will do besides be a police department.

Chief Tavizon: Initially, I looked at joining together with the state police. I think the previous issue that happened in 2017, when it stopped, having made them a little shy to wanting to commit to it. Which is fine. As a contingency plan, what I wanted to do, and what I've done is reach out to some of the advocacy centers. I told them, I know you're paying rent at current locations in our community. Let's bring you guys into the PD. Let's not be a police department where people are afraid to go to, and we're just there as the bad guys. We want to be there to help fight recidivism in our community. I would like to reach out to any kind of mental health counselor, substance abuse counselors and offer them an office space there on the southside of the building. We'll have some office space for them. We can charge minimal amount of rent if needed, but we can basically be a one-stop shop for helping our community members benefit and fight some of this substance abuse they're struggling with these addictions, so I think it'll be a great opportunity for us to try to help. Maybe that will help combat some of the crime and stuff.

Mayor Forrister: A few years ago, weren't we trying to find a place for the DWI prevention people to go? That was supposed to be a good place, correct?

Joshua Baker, Sierra County Sherriff: They have their own office.

Chief Tavizon: We do have domestic violence advocacies that could go in there and help us out.

Mayor Pro-Tem Hechler: Thank you for that Chief. If we're allowing these groups to come into this facility at a reduced rate, that money goes back into the community that they save. I think an important aspect of this thing is that we want to support these programs, but we can support them monetarily a little bit more that way and return that money back to the community in doing good.

Mayor Forrister opened the public hearing.

Proponents:

Joshua Baker, Sierra County Sherriff: First, I'd like to commend Chief Tavizon for all the work he's put in on this. We've had several meetings about this. I was facing the same battle at the Sheriff's department, so I can tell you his numbers on renovation vs. construction are very accurate. I did the same homework. We had several meetings over that. It's way cheaper to renovate than it is to build right now. The price of construction is insane. I worked for the TorC Police department when this GRT was put into place. The intent was to improve law enforcement in the TorC Police department, and without getting into the weeds too much, I think this is an opportunity for the city to really purpose that money for what it was actually intended for. Not for new office furniture or new units, because that gets shuffled around, but actual improvement to public safety. I've been here since Jan 1, 2011 and I've been in that building 4 times when it flooded. I helped move furniture, keep electrical outlets from getting in the water, and watched 3 Chiefs spend tens of thousands of dollars trying to renovate the current building to no avail. The current building may have been the best option when implemented, but there's no room for growth. There's no parking, and there's no room for training. Quite honestly, it's really inadequate. The Chief's direction in moving toward the National Guard Armory has been talked about quite a bit, but he's actually put the leg work in to fund it, and make it a reality. I would ask that you also consider the ramifications of a professional law enforcement building and complex. When new businesses or residents come to a community, that's one of the first things they look at, is what kind of emergency services they have. Presenting a professional image is very important to those things. It also helps with morale inside of an agency. It helps him with his recruiting, and with his retention, which he and I are both constantly battling. It's just an all-around good thing. It's not costing the citizens anything that's not already being paid, and it's allocating this GRT to what it was initially intended for, so I ask that you please support him.

Mayor Forrister: Thank you for bringing up that the funeral home/morgue building was the best option at the time. That was key right there, so thank you.

Arliss Rhodes: I'm a retired Captain out of the Sheriff's department in Dona Ana County for 21 years. I also was a supervisor for the reserve unit for the NMSU Police department during that time frame. I'm currently a security manager at the Spaceport. This community should really understand the value of these two gentlemen over here. I've tried very hard to have an intimate working relationship with our current law enforcement, and having that background, and the need for services at the spaceport when we need it. These are the guys we're going to go to. I've worked for, and I've worked with numerous different department heads in the past. These gentlemen you work with are entirely different. We have an excellent working relationship with Chief Tavizon. During the recent Fiesta event, they worked their command center out of our command trailer. I gladly brought that down and assisted them with working with that. It was a lot of fun. It worked really well. First impressions are crucial. Anywhere we go, we make an impression of what we see in the beginning. This is my first time in this room. I sized it up when I walked in. You can watch the people. You can see how things are. A number of years ago, I helped to bury a friend of my father in the morgue where the Police department is now. When I found out the Police department was in that old building when I came to work here, I thought, WOW that's interesting. First impressions are crucial, and they have a lasting impression, so when I walked into that building, I thought, I'm walking into a mortuary, because that was my last impression. I've been in that building numerous different times for finger printing, for working with the Chief, working with Lieutenant Venable, and working with their firearms staff. My first impression other than this is an old mortuary was this is adequate at best for law enforcement. During my career, I've helped move departments twice, and when you move bigger and better with a better storefront, the community perceives you differently. The internal moral changes because you have something to be proud of. I personally assisted Lieutenant Venable with putting one of their patrol bikes together in a hallway/office of that building because that's what room he had. I just happened to walk in there, and I was surprised at where they were having to build the bike. I would request that you choose to assist the Chief with this, and it can be nothing but better. I guarantee it will help with the morale and the perception of law enforcement, which is not that good today. It's not. That will make a huge impact on this community, and the people that are going into that department and interacting with them. Thank you for your time.

Cameron Sandoval, young community member: I want to be a future police officer with Chief Tavizon, and I think the new building would be a great place.

Caleb Cooper: Good morning. That was awesome to see a young person up here. I've known Chief for quite some time. I think numbers and budget, and everything that comes with that is a no-brainer. I think it's really about getting behind a visionary. It's not every day that someone comes in that has enough grit to say I want to follow through. I've got a process. I've got a plan, and I've done my homework. I just think it would be celebratory for our community to have a resurrection that will come out of this. I believe

that the time is now. If we miss the opportunity with the armory, in the future way down the road, we're going to be back here like we are today. Same water, different situation. We have the opportunity to fix this. We have the grit, and we have the staying power, so thank you Chief for your leadership. I say we get behind him 100%.

Erica Cooper: I have nine letters in support. We so appreciate the leadership that the Chief has brought. We've been here 10 years this year, and we've seen chiefs come and go. I can honestly say I've never seen a chief care about our community like he has. He has really poured his heart into making sure that his law enforcement officers are being trained, and being equipped with what they need to be equipped with. He calls for a level of professionalism that I so appreciate, and I believe that this law enforcement facility would give us that next level up, and so we are all for it.

Opponents:

Kathleen Sloan: I'm not an opponent. I'm not a proponent of this project. I have no doubt that the need is great for a new police building. That's not the question. The question is: Do we have the money now? I want to straighten out the .25 GRT. I never said that it could be used for water. I never said if we issue \$4.5 million in bonds, that it can then be used for water. I never said that. What I said was, in 2019, the state legislature changed the law on GRT, and what you earmarked. What we have is several GRT increments within the 1.225. Some is for environment, and some is for the general fund. .25 is for the police department. All that went away. All that earmarking went away in 2019. The state legislature took that earmarking made at the local level away, and they said "you can use this money for anything". That's what it says, and that is true. This .25 is no longer earmarked for public safety, so you can use it for water if you would love to use it for water. You can float bond issues, and use it for water. I was here in 2011 too, and I listened to Chief of Police Gallagher make a very good argument that we needed that .25 GRT because of the turnover in the police department for salaries & recruitment. When it became the ballot language, they reduced it. The ballot language couldn't put Chief Gallagher's whole argument in there. It was reduced to public safety, but the community discussion, and the community support for that .25 in 2011 when they voted for it, was because they wanted that money to be used for salaries and recruitment.

Mayor Forrister closed the public hearing.

Commissioner Fahl: I'm in favor of this, but I want to re-iterate what I've said before that it's refreshing to see the teamwork that the Chief has brought with our connection with the Sheriff's department and the Spaceport. We're a small community, and we all need to work together as a team, so you bringing that change to us has really enhanced our community, and I really can't thank you enough for that.

Mayor Pro-Tem Hechler: I was part of the Commission back in 2017 or so when we started the initial drive to try to get this facility changed over. I worked with Chief Alirez, Chief Rodriguez, Chief Aragon, and now Chief Tavizon. I toured the facility with every

one of them, and every one of them had the same issue. It's time for us to move and get this thing done. They all had the same vision. There's a reason for it, and that's because we have a need. It was defeated back in 2017 or 2018. I can't remember the exact year. There was some misinformation that was presented out there, and it went to referendum, and people voted on it, and they voted it down. If we would have built it back then, we would have been done with it, and we would have saved money. Now is the time to take care of it. It's not going to get any cheaper. The opportunity is not going to be any better. We have an opportunity now, and a way to pay for it. We should do it. We should move forward and take care of business.

Chris Muirhead, Modrall Sperling: I would just make one clarification on the use of GRT. That is a change in 2019. However, as I understand it, this particular GRT was put to a vote, so you couldn't as a governing body, change that without going back to a vote. That would just make that verification, so that everybody's clear. Yes, it's true, you would have much more local control than you did pre-2019, but if it was subject to an election, it is still subject to an election.

Commissioner Fahl moved to approve Final Adoption of Ordinance No. 756 authorizing issuance and sale of \$4,500,000 City of Truth or Consequences Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023 for the purpose of acquiring, constructing, furnishing, equipping, beautifying and making improvements to a Law Enforcement Facility. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Amendment to Resolution No. 16 23/24 City Holiday Schedule.

City Manager Gonzales: We previously brought this to you for approval. However, there was a mistake on the original resolution. There were two Christmas Eve dates, so we'd like to move one of the Christmas Eve dates to Christmas Day. December 24th which is Christmas Eve, and December 25th which Christmas Day.

Mayor Pro-Tem Hechler made a motion to amend Resolution No. 16 23/24 City Holiday Schedule. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 20 23/24 Budget Adjustment Request.

Kristie Wilson, Finance Director reviewed the budget adjustments provided in the packet.

Commissioner Fahl moved to approve Resolution No. 20 23/24 Budget Adjustment Request. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 21 23/24 Declaring a disaster in the City of Truth or Consequences related to waterline infrastructure failure.

City Manager Gonzales: Water Director, Arnie Castaneda, was very clear about this situation this morning. We were within minutes of our community being without water. Water leaks waste more water than anything else. We are very well aware of that. Whenever we couldn't get the pump to start. That was more than a little problematic thing. The first thing we did when that happened was contact Ryan Williams. When the declaration is signed, he requested it be emailed to him because he is with the state EOC, and they are getting everything put together. We all know as a community, as a board, and as staff, that it is not a matter of if. It is a matter of when. It'll most likely be on the most inconvenient day possible. We just want to get ahead of the game, and get this set up, so that way Emergency Manager Ryan Williams can take this to move within hours, and get it to the EOC from now on. The EOC group staff will come down here, and they will look at this. They're going to help us out, and help us get these trucks in place for possible water distribution if we need it. I'm just going to the worst-case scenario, because that's what it's going to be. I took the resolution template from the other emergencies that Emergency Manager Williams has been part of, so that's where the language of the resolution came from.

Mayor Forrister: I also want to point out that when we went to our legislative meeting, that was a recommendation by our legislators. I think we do a very good job of keeping it at bay, so it isn't an emergency yet, but we didn't want to say that. It was their suggestion that we declare this an emergency. We're keeping it at bay for the time being, but it's already an emergency. It's a disaster, and we need to do something about it. It just so happens with what happened with Arnie that day, definitely made it even more pressing that this needed to be done.

City Manager Gonzales: It went from a legislative encouraged resolution to where I was writing it in a way that I wanted to make sure that the community understood that yes, the water lines are in bad shape, but quality of water is still #1. It's very much in place. It exceeds the standards of the New Mexico Environment Department, and those documents are on the water web page. I am not saying anything that is not

documented. That's why I went ahead and took a tone of actual emergency, because we were within hours of actually having to call. I've even asked Emergency Manager Williams, if something happens over the weekend, do we have to call a Special Meeting to do an emergency resolution, or could we just do it today? That's how serious we were.

Mayor Forrister: Well, I'm glad we're getting this done. Hopefully, it just keeps us going in the right direction on what we need to do to get funding.

City Attorney Jay Rubin: I'd like to also add some legal points. Of course, historically, we've always been careful about trying to declare something as a disaster or emergency, but the statutes do allow you to do it. If you take a look at the resolution, the wording of the resolution does become important. Take a look at the 2nd page. The authority is defined as the All-Hazard Emergency Management Act under 12-10-1. That's the statutory authority that allows you to do this. It is important that the resolution itself actually sets forth sufficient facts to show that we are properly invoking that state statute. I think, in my judgment, the 4th, 5th and 6th whereases in the resolution are very crucial to what we are doing. The 4th one reads, *"whereas the City of Truth or Consequences has experienced over 400 water leaks in the calendar year 2022. The water lines are over 60 years old, and have grossly exceeded their usual life-span. The city's water system is losing over 20% of the water pump, and that relates to losing revenue needed to fix the water lines"*. The next whereas reads, *"The water line leaks are causing significant damage to all of the other infrastructure in the city. The streets are being eroded from the leaks. The running water is damaging electric poles and property"*. And finally, the next whereas reads, *"The water leaks flooding the roadways has resulted in hardship, and threatens the safety, health, welfare, and well-being of the citizens, and economy of the City of Truth or Consequences"*. So, I think with those whereas, you have made it easier to declare it an emergency. Finally, if you look at the bottom whereas on the first page, this actually was language I wanted to include. This actually directly quotes the state statute 12-10-7, whereas section 12-10-17 MSA empowers the governing body to reclaim the public disorder, disaster, or emergency affects life or property within the municipality in an event a state of emergency exists. My point is if the commission makes these findings, I think you're on solid ground to approve the resolution.

Commissioner Fahl: Then this declaration then will allow us, if it fails, to call Ryan, and then he gets people down here and brings us water, right?

Mayor Forrister: Yep.

Commissioner Fahl: So, based on Ryan's experience, does he believe once we've declared this, that would open other doors besides state funding from FEMA to get money?

City Manager Gonzales: Yes. It will allow FEMA to come in, so that opens up some emergency federal funding.

Commissioner Fahl: Excellent.

Mayor Forrister: That is typically what the legislators were saying, that it needed to be federal. It was going to have to be federally funded.

Commissioner Fahl: This would certainly give us a better opportunity to get big money.

Mayor Forrister: Absolutely.

City Manager Gonzales: It makes it a quality a life. We got to have water to take care of our people in the hospitals and in the nursing homes. We have our veterans. We've got to love our veterans with what they've gone through for us. Let's make sure they have some water. The water quality is there. Just because it's leaking down the road. We still have very good clear water.

Mayor Pro-Tem Hechler: Thank you for articulating this very well. If we keep going the way we're going, it's going to cost more to fix it. The state needs to step up, and help us here. If we keep jumping around fixing water leaks, and catching our hind ends vs. getting ahead of it, it will save money in the long run.

Commissioner Mitchell moved to approve Resolution No. 21 23/24 Declaring a disaster in the City of Truth or Consequences related to waterline infrastructure failure. Commissioner Fahl and Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Publication of Ordinance No. 758 Amending Section 14-30 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Access to Property.

Bo Easley, Electric Division Director: When we went to update our municipal code, we decided to make some changes to some of the ordinances. First ordinance No. 758 for the access to property, the only thing we changed, was we took out meter boxes, and we added a 25-foot pole. So, if a customer has a meter can or anything on a pole, it has to be a 25-foot pole. The reason is why, is for clearance going over the road and driveways.

City Attorney Rubin: To make this easier for the commission to understand, for all these items on the agenda, 4, 5, 6 & 7 what the packet would contain is the proposed revised ordinance, and then behind it is the red line ordinance. The red line shows what the ordinance looks like with the changes. That makes it easier than trying to plow through all the pages.

Commissioner Fahl: Just to clarify for the public, could you explain why it's meters, and you're striking meter boxes?

Bo Easley, Electric Division Director: We don't own the meter boxes. It's the customer's responsibility to provide meter can risers whenever they upgrade their service. All we do is supply the power instead of the meter.

Commissioner Fahl moved to approve Publication of Ordinance No. 758 Amending Section 14-30 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Access to Property. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Publication of Ordinance No. 759 Amending Section 14-31 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Taking Service-Without Authority.

Bo Easley, Electric Division Director: On the back you can see where we added some more wording to catch people who are taking electricity or even water.

Commissioner Fahl: We didn't have that before?

Bo Easley, Electric Division Director: We did, but we made it a little clearer, and being caught, the charges are a little rougher.

City Attorney Rubin: Commissioner Fahl, that's a good question. We had a penalty provision for a violation of any of our ordinances that could result in a fine up to \$500 or jail time up to 90 days at the discretion of the court. You can add a separate penalty revision, which is what we're doing here. There is the interesting question about this though, because you'll see that for a 3rd subsequent violation, it is a 4th degree felony. Our city code we did not have that jurisdiction or authority to do that because in our jurisdiction, we can only go to a misdemeanor, but now, we're contemplating having these ordinances in magistrate court, so I assume now we would have the power to include a felony reference. That's the interesting thing I caught on this.

Commissioner Harrelson: Can I clarify. So, this means if someone were for example hypothetically, going to dig underground, and they tap into someone else's electrical pole, and they got caught for doing that, they could possibly have a felony and go to jail for that. I just wanted to clarify.

City Attorney Rubin: Again, that's subsequent facts.

Mayor Pro-Tem Hechler: This says two or more households. What's the distinction there?

Bo Easley, Electric Division Director: That was due to the last incident that happened. There were two customers, and one was allowing the other one.

Mayor Pro-Tem Hechler: What if one person hooked up illegally on their own without affecting a neighbor or another person?

Bo Easley, Electric Division Director: Then it ends up being that one person.

Mayor Forrister: It says, *causing the disruption of communication of service of public utilities service to two or more*. It's because you're disturbing it.

Cross discussion ensued regarding the language of two or more people.

City Attorney Rubin: I think if the question you're asking is why are we saying two or more, why can't we have just one household is being disrupted. Is that your question? I don't know if that was discussed.

Mayor Pro-Tem Hechler: If there's a way for one person to steal electricity from the city without hooking up with a neighbor, that would be just as grievous to me as what we're looking at here. I guess that would be my question. How do we deal with that one person that does it bypasses the meter box or does something else?

Mayor Forrister: Can we just take that out, and just say disruption of communication service or public utility service of household customers or subscribers? Can we do that? Just take out the "two"?

City Attorney Rubin: You can add some sort of wording to say public utility services or households. That would be ok with me.

Additional cross discussion regarding "two or more" language.

Chief of Police Tavizon: When you have the verbiage of "*by theft of*" you have to be able to prove what they stole. Without something being metered, there's no way to know how much the theft was, or how much the victim, or the city was taken advantage of. I would like to see some kind of verbiage that says "*with the intent to commit theft of*" that way if they're hooked up to it, that's an intent to defraud by. Because if you do this, it's going to be a lot harder to prosecute, and that's our side that we're going to have to be doing.

Mayor Forrister: Great catch. Thank you.

Mayor Pro-Tem Hechler: I'd like to table this and let it be re-worked a little bit, so that it'll come back with clearer language. I think that would be important. If you have to go in and use city services to rectify a situation, that's monetary damage too, and so somehow that should be included. It's not just trying to prove \$100 was stolen of electricity. It's also that we had to go in to disconnect, excavate the line, and we had to do this and that. Those services cost our tax payer dollars, and it costs you money. It's not just theft of an object, but the loss to the community. Somewhere along those lines. If we can beef it up a little bit more that way. I don't want people to wiggle out of this in the future.

Mayor Pro-Tem Hechler moved to table this item so it can be re-worked, and brought back with clearer language. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Publication of Ordinance No. 760 Amending Section 14-42 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Energy Cost Adjustment.

Bo Easley, Electric Division Director: We crossed out the automatic pass-through wording and changed the name to Energy Cost Adjustment on this one.

Mayor Pro-Tem Hechler: I have a question for the part that says "*The City Commission shall review the production cost annually during budget hearings and shall set the amount of any increase or decrease in rates for the following year at that time*". What if the price of gas goes up in January, and we just made the adjustment. Do we go through the whole year before we make another adjustment? It could fluctuate \$2 to \$3 or a lot through the whole year, and either the customer is going to lose money, or we're going to lose money. My question is, how often can we make that adjustment? How often should we make that adjustment? Is it just an annual thing? I don't think we're getting what we want to get out of it.

Commissioner Fahl: Could you put an "*or as needed*" on that?

Bo Easley, Electric Division Director: Our electric rate doesn't go up. We're in a contract with Sierra Electric Co-Op. The only one we'd be worried about is what we buy from the solar array. Every year it does change.

Sonya Renfro, Utility Office Manager: I think we could put wording in there to where we could look at the cost quarterly.

Commissioner Harrelson: Thinking about the ordinance, can you add the language of "*make adjustments as needed or as contracts expire*" so you have something on paper.

Sonya Renfro, Utility Office Manager: We could maybe add something that says, if our pay rate changes, we can change what we sell it for too.

Assistant City Manager Alvarez: If you look at the next item on your agenda, and you go to their red line version, it does talk about the energy cost adjustment, and an increase at that time.

Mayor Pro-Tem Hechler: So, what I am getting out of this is that they need to match. I am not getting as many drastic changes under H6 as H7.

Commissioner Fahl: I agree. They both need to correlate. We're good with changing the name, but the last sentence needs to correlate with the other one.

Mayor Forrister: Can we just say the city commission shall review the production cost annually during budget and/or as needed?

City Attorney Rubin: I'm thinking that. That might bring more harmony with H7.

Mayor Forrister: We want to review it during budget, but let's put a clause in there that we can review at any time based on any increase or decrease on rates that come to us.

City Attorney Rubin: So, it says annually during budget hearings and/or as needed.

Cross discussion ensued regarding the language and justification for it.

Mayor Pro-Tem Hechler moved to approve Publication of Ordinance No. 760 Amending Section 14-42 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Energy Cost Adjustment with the amendment of the verbiage and/or as needed immediately following budget hearings. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Publication of Ordinance No. 761 Amending Section 14-45 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Electrical Rates.

Bo Easley, Electric Division Director: As you see, we went through this, and made changes to our ordinance. The new electric rates pertain to the study. Everything is in red that we did do changes on.

Sonya Renfro, Utility Office Manager: The changes we made on this ordinance is just repeated verbiage. After every section, it had the same verbiage over and over again. Of course, we numbered and lettered them, and got rid of any monetary values in this ordinance. We want to have that separate because rates will be changing often. We don't want to have to change the ordinance every time we do a rate change.

Commissioner Fahl: Can I clarify that the first sentence under customer charge will be billed according to meter size and set by resolutions, so that's what the Commission would do whenever, right?

Mayor Forrister: It's just taking out the \$10 because the rates change.

Commissioner Fahl: The Commission would be doing that, but then we're not going to do anything based on the annual increase equivalent to the CPI until 2027. Why is that?

Sonya Renfro, Utility Office Manager: In our rate study for the Electric department, the percentages for each year are locked in until 2027. Once that ends, then we'll be able to continue to go up in rates if we need to.

Commissioner Mitchell: On the opt-out for the \$50, because that is a monetary value, what happens by the time this ordinance goes to the point where \$50 no longer covers an opt-out fee. Should we set it as a percentage of what a normal person would pay, and go away from the monetary so that way it just changes?

Mayor Forrister: I personally think we should just leave the \$50, and if we feel like we need to raise it, we can come back to that.

City Attorney Rubin: We actually had a resolution already a couple years ago.

Mayor Pro-Tem Hechler: How many people are opting out now?

Sonya Renfro, Utility Office Manager: I think we have 3 or 4 that opted out.

Mayor Pro-Tem Hechler: How much extra does that cost us? Do we have to go out and read the meters?

Sonya Renfro, Utility Office Manager: Yeah, and we've actually had some people that opted out that have changed their mind, and they had us go ahead and put in an AMI meter into their household.

Commissioner Fahl moved to approve Publication of Ordinance No. 761 Amending Section 14-45 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Electrical Rates. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

1. Discussion/Update: Water Update.

Item was moved after item C2.

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

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

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

3. Discussion/Action: Approve and Accept the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Funding.

Chief of Police Tavizon: There was some contingency money for the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG). I applied for \$24,231.00 to purchase equipment. It was awarded to us. It is not a match grant. It is funds that will go straight to that equipment, and if we accept this, the money will hit within 5 days.

Mayor Pro-Tem Hechler moved to approve and accept the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Contingency Funding. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Request to advertise various City properties for sale.

Assistant City Manager Alvarez: We have some various properties we've had surveyed and appraised. Some of which, we've put up for sale already in the past, which is 612 E. 2nd Avenue which is appraised at \$20,000. We advertised it for sale in the past, and it didn't sell. We have lots 56, 57, 58, & 59 in the Sierra Vista area. Those are \$8,000 per lot, and those didn't sell yet. Then we have lot 65 & 66 in Sierra Vista at \$8,000 per lot. Those didn't sell. I'd like to re-advertise those lots for sale. In addition, we recently had a large tract of property, over 66 acres, that was surveyed and appraised. It's the area that goes behind the Veteran's Home that the city owns. I'd like to advertise that for sale with Commission approval. That was appraised at \$235,000. If approved for advertisement, I will put these out like a real estate ad and accept offers. Once those offers come in, I'll bring them to the Commission. We won't have to go through an ordinance sale for those less than \$25,000. We can do those direct. If we do get an offer on the 66 acres, that'll have to go through an ordinance sale because it's over \$25,000.

Mayor Forrister: I appreciate you doing this, and getting them back on the tax roll, so that people can pay for them.

Commissioner Fahl: I have some questions on that large acreage. That's all the land behind the Veteran's Home, correct?

Assistant City Manager Alvarez: Yes, a large portion of it. We have it surveyed out, and the appraisals are online. That large parcel also included our lift station. It also included a section of property that borders where the vet's museum is, and where some of the property along where the vet property is. We took some of that out to make sure that's not part of what we're selling.

Commissioner Fahl: On top of the hill behind the Veteran's Home, all the improvements that we made for the Healing Waters Trail, that appears from this drawing, that is what's included.

Assistant City Manager Alvarez: Yes, that would be included within this parcel.

Commissioner Fahl: So, you want to sell our asset of our Healing Waters Trail?

Assistant City Manager Alvarez: Not necessarily, and that's why we brought it to the Commission. All we did was do the survey of city property that took the roadway, and our existing lift station, and the DOT where the Veteran's Home is, and everything leads into that. If that's the Commission's wish, we can survey that section out as well.

Commissioner Fahl: Well, I would certainly hope that we don't sell where we've already gotten grants, and put improvements. As we've talked about, tourism and eco-tourism is a big draw for us, so as we've had people comment before, they walk that trail. I don't think we should sell any of that in my own opinion. I have another question. The city has owned this land for a long time. Why now are we deciding to sell it? I know we want to put stuff back on the tax rolls, but we just did the riverwalk feasibility study, and we talked about that property, so now we're going to sell it?

Assistant City Manager Alvarez: The Commission's directive a while back was to have the city properties surveyed and appraised, so this is the first one. We're also in the process of surveying out the race track, and the section of property around the race track, and we'll get that appraised and bring it to the city. I've got a couple other lots that we've done by condemnation. The surveyor's backed up. He's got a lot. This is just what he's got so far. All I'm doing is the Commission's directive, which is surveying empty land that the city has that's not on the tax roll, and bringing it to the Commission for your direction.

Commissioner Mitchell: So, if we approve this, it doesn't mean it's going to be sold, it just means that we went through the process to appraise it. Is that correct?

Assistant City Manager Alvarez: If you approve this, then I would be advertising it as-is. Keep in mind, if I have to go back to the surveyor, and they have to survey out the trail if that's the will of the Commission, that will go back to the appraiser. Both of those additional fees. Then I'd bring that back to the Commission again, with that area surveyed out.

Commissioner Fahl: All that's on top of the hill, so it would be really hard for anyone to develop that. I would adamantly say to ask that you take all that off of the top of the hill, and not do anything up above. It wouldn't make any sense for anyone to want to buy that because you'd have trouble with access. We have power lines, and we have a lot of stuff up there. For years we've talked about problems about that area. There's no water or electric, and the road is in bad shape. There's a problem with traffic, but if someone wants to develop that area, what would we want to do with it? What used to be over there?

Assistant City Manager Alvarez: In one section, I think there was waste water.

Commissioner Mitchell: Is this a property that you think the Veteran's Home would consider purchasing?

Assistant City Manager Alvarez: I have no idea. All I know is it was a large property, and under the direction of the Commission, I'm having all of the city properties that we have surveyed and appraised, then brought to the commission. It's ultimately the Commission's direction what you want me to do. I'm just bringing it to the table for you guys to decide.

Mayor Pro-Tem Hechler: Aren't we considering the Healing Waters Trail as part of the Rio Grande Trail, and that whole package. I don't know if we want to develop everything, we have that way, into commercial property, or private property. I think some things we need to keep for quality of life, and certainly trails and trail systems are important to our community. I know it's going to cost money down the road, but breaking the Healing Waters Trail out, because I think people do use that area.

Commissioner Fahl: They use it all the time.

Commissioner Mitchell: Are there any other properties that will be affected by this such as Rotary Park, in addition to the Healing Waters Trail?

Assistant City Manager Alvarez: This doesn't have anything to do with Rotary Park. We only own Rotary Park where the park stuff is. We don't own the other side where the parking lot is. That is all still up for grabs, I guess, for anybody who wants it, because the Bureau of Reclamation doesn't necessarily want to claim it. The city doesn't want to claim it for sure, because we don't want to have to maintain anything of that. This is on the opposite side.

Commissioner Mitchell: Thank you for the clarification.

Commissioner Fahl moved to approve the request to advertise various City properties for sale with the stipulation that the large lot of 66 acres be re-surveyed to exclude any lands associated with the Healing Waters Trail, and any other improvements of the city's property on top of the hill. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

City Clerk Torres: The Police Department has 106 additional boxes ready for destruction, and we just need your approval so we can schedule the date of destruction.

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

J. EXECUTIVE SESSION

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

Mayor Pro-Tem Hechler made a motion to go into executive session at 12:02 p.m. to discuss Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2). Commissioner Fahl seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Forrister reconvened the meeting in open session at 12:45 p.m.

Mayor Pro-Tem Hechler certified that only matters pertaining to Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2) was discussed in Executive Session and no action was taken in executive session.

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

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

No action was taken.

L. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 12:46 p.m.

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

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

WATER/WASTEWATER DEPARTMENT

- I TOOK OVER WATER WASTEWATER ON JANUARY 23, 2023, AT THAT TIME THERE WAS ONE WATER EMPLOYEE AND FOUR WASTEWATER EMPLOYEES. I HAVE SINCE MADE CHANGES TO THE SCHEDULE TO HELP OFFSET UNNECESSARY OVERTIME, IMPLEMENTED MAINTENANCE SCHEDULES, IMPLEMENTED A NEW SALARY SCHEDULE TO ENCOURAGE CERTIFICATION TRAINING, HIRED A WASTEWATER 4/WATER 2 OPERATOR (REQUIRED FOR OPERATION OF WATER AND WASTEWATER SYSTEMS), IMPLEMENTED EMPLOYEE TRAINING FOR CERTIFICATION LICENSURE, STARTED A LEAK LIST SPREADSHEET TO IDENTIFY LOCATIONS AND PRIORITIZE FIXES, PROCURED A DISPATCH SERVICE FOR WATER AND SEWER EMERGENCY CALL-IN'S, REACHED OUT TO LOCAL CONTRACTORS TO ASSIST WITH MAJOR WATER LEAKS.



Water and Wastewater Department

WATER
WASTEWATER
STAFF



ADMINISTRATION

SADIE ANDREGG



ADMINISTRATIVE
ASSISTANT

1 MONTH WITH THE CITY
OF TRUTH OR
CONSEQUENCES

GRADUATED FROM HSHS
IN 2015

JAMIE FOREMAN



REGULATORY AND
COMPLIANCE SPECIALIST

5 MONTHS WITH THE CITY
OF TRUTH OR
CONSEQUENCES

BACHELORS IN BIOLOGY

WASTEWATER

SALVADOR MARTINEZ



WASTEWATER SUPERVISOR
2 MONTHS WITH THE CITY
OF TRUTH OR
CONSEQUENCES

HAS LEVEL 4 WASTEWATER
OPERATOR CERTIFICATION

HAS LEVEL 2 WATER
OPERATOR CERTIFICATION

PATRICK LOVEALL



WASTEWATER OPERATOR
5 YEARS AND 4 MONTHS
WITH THE CITY OF TRUTH OR
CONSEQUENCES

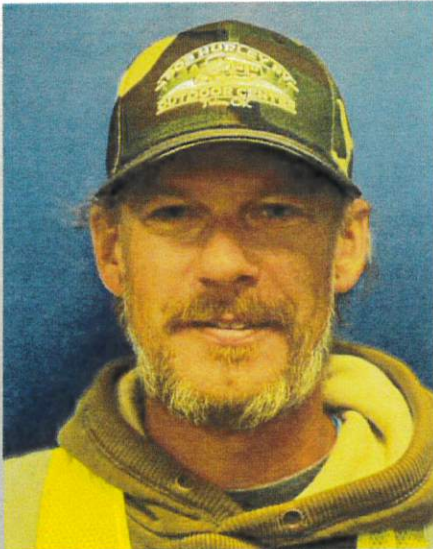
HAS LEVEL 1 WASTEWATER
OPERATOR CERTIFICATION

HAS LEVEL 1 WATER
OPERATOR CERTIFICATION

COMPOST CERTIFICATION

WASTEWATER

NATHAN "CALEB"
CAMERER



WASTEWATER LABORER

5 MONTHS WITH THE CITY
OF TRUTH OR
CONSEQUENCES HOWEVER
ONLY 1 MONTH WITH THE
WATER WASTEWATER.

WATER

JUSTIN ARMIJO



INTERIM WATER
FOREMAN

4 MONTHS WITH THE
CITY OF TRUTH OR
CONSEQUENCES

CLASS A CDL

HEAVY EQUIPMENT
OPERATOR

TIM HANNA



WATER OPERATOR

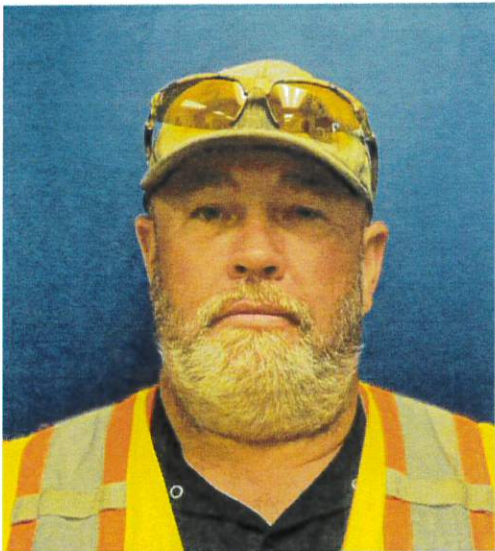
16 YEARS WITH THE CITY
OF TRUTH OR
CONSEQUENCES

CLASS A CDL

HEAVY EQUIPMENT
OPERATOR

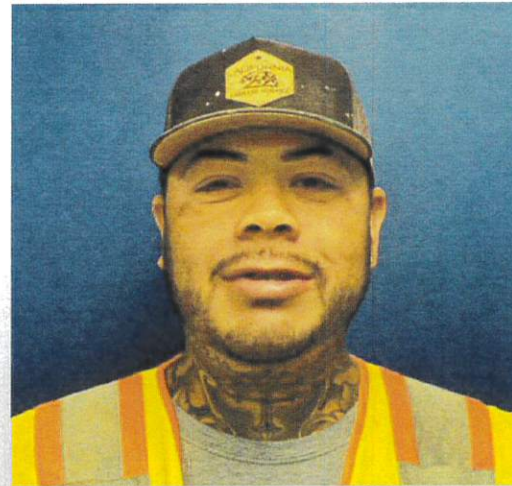
WATER

ANTHONY COLLISTER



WATER LABORER
4 MONTHS WITH THE
CITY OF TRUTH OR
CONSEQUENCES
CERTIFICATIONS IN
WELDING AND A CLASS
A CDL

RENE LOERA



WATER LABORER
4.5 YEARS WITH THE CITY
OF TRUTH OR
CONSEQUENCES
METER READING UNTIL
SEPTEMBER OF 2023 THEN
MOVING OVER AS A
WATER LABORER

WATER

ISAIAH MALLARD



WATER LABORER

1 YEAR WITH THE CITY
OF TRUTH OR
CONSEQUENCES

METER READING UNTIL
SEPTEMBER OF 2023
THEN MOVING OVER AS
A WATER LABORER

DEPARTMENT OVERTIME

- IN AUGUST WE IMPLEMENTED A NEW WORK SCHEDULE FOR THE CREW. WITH THE NEW SCHEDULE THERE IS NOW SOMEONE ON DUTY AT THE TREATMENT PLANT AND ON THE FIELD EVERY DAY OF THE WEEK INCLUDING SATURDAY AND SUNDAY. THE REASON FOR THIS NEW SCHEDULE WAS TO REDUCE OVERTIME. SINCE THE IMPLEMENTATION OF THE SCHEDULE, WE HAVE SAVED 44.2% IN OVERTIME COSTS FROM THE SAME PERIOD LAST FY.

DEPARTMENT OVERTIME

Water/Wastewater Overtime

<i>Water</i> <i>FY21-22</i>		<i>Water</i> <i>FY22-23</i>		<i>Water</i> <i>FY23-24</i>	
July	\$ 829.50	\$ 1,603.96	\$ 692.63		
August	\$ 3,454.50	\$ 1,850.25	\$ 277.05		
September	\$ 5,359.50	\$ 3,861.82	\$ 2,245.05		
October	\$ 3,148.50	\$ 1,736.42	\$ 2,722.34	\$ 5,937.07	
November	\$ 3,079.50	\$ 1,497.68	\$ 2,224.47		
December	\$ 2,452.50	\$ 1,345.72			-34.41
January	\$ 945.00	\$ 1,302.31			
February	\$ 1,308.00	\$ 1,041.85			
March	\$ 240.00	\$ 889.92			
April	\$ 1,301.25	\$ 390.70			
May	\$ 869.25	\$ 221.64			
June	\$ 1,353.75	\$ 318.61			
	\$24,341.25	\$16,060.88	\$ 8,161.54		

<i>Wastewater</i> <i>FY21-22</i>		<i>WW</i> <i>FY22-23</i>		<i>WW</i> <i>FY23-24</i>	
July	\$ 590.16	\$ 2,201.45	\$ 3,843.50		
August	\$ 1,883.02	\$ 3,119.94	\$ 4,650.82		
September	\$ 1,416.07	\$ 10,426.88	\$ 5,217.16		
October	\$ 1,979.59	\$ 5,017.67	\$ 5,022.45	\$ 18,733.93	
November	\$ 1,940.92	\$ 3,854.65	\$ 836.76		
December	\$ 777.33	\$ 3,449.27			-9.78
January	\$ 702.52	\$ 4,200.44			
February	\$ 1,557.92	\$ 2,999.88			
March	\$ 472.08	\$ 5,447.64			
April	\$ 1,736.48	\$ 1,561.68			
May	\$ 1,394.69	\$ 3,560.36			
June	\$ 1,433.26	\$ 7,980.38			
	\$15,884.04	\$53,820.04	\$19,570.69		

CURRENT WATER LEAK STATUS

- OUR WATER CREW HAS DONE A GREAT JOB OF HANDLING THE WATER LEAKS. WE HAVE SLOWED DOWN RECENTLY DUE TO OUR VAC TRUCK BEING IN THE SHOP FOR REPAIR. WITH MOST OF OUR CREW BEING NEW TO THIS FIELD WE HAVE AT TIME NEEDED TO OBTAIN ASSISTANCE FROM OUR LOCAL CONTRACTORS FOR SOME OF OUR REPAIRS.
- MOST OF OUR LEAKS HAVE BEEN SERVICE LINES AND OUR CREW HAS BECOME PROFICIENT AT THOSE REPAIRS. HOWEVER, AT TIMES WE HAVE DEALT WITH MAIN LINE BREAKS THAT ARE DEEPER AND ARE MORE DIFFICULT TO ADDRESS. IN CASES WHERE THE LINES ARE MORE THAN 4 FT DEEP, WE PROCURE LOCAL CONTRACTORS TO MAKE THE REPAIRS.



WATER LEAKS WITHIN THE CITY

219 RIVERSIDE
5 INCH CRACK IN A WATER
MAIN

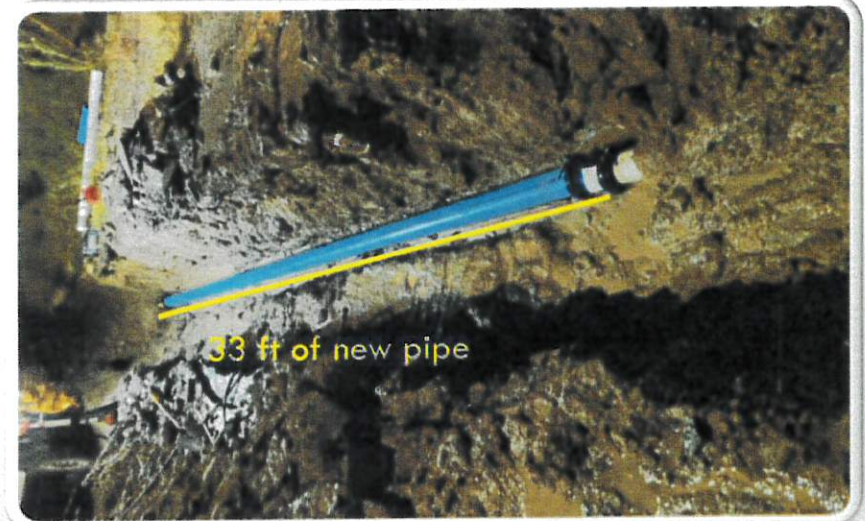


WATER LEAKS WITHIN THE CITY

CHERRY LANE

33 FEET OF PIPE HAD TO BE REPLACED
AS IT SPLIT AS THEY WERE REPAIRING A
SMALL LEAK AT THE END OF THE PIPE.

The start of the
crack



WATER LEAKS WITHIN THE CITY

N BOSQUE



WATER LEAKS WITHIN THE CITY

413 MAGNOLIA



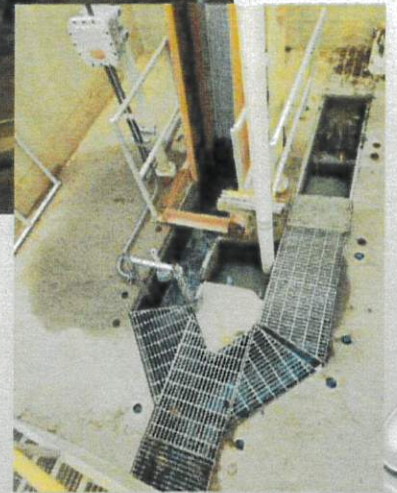
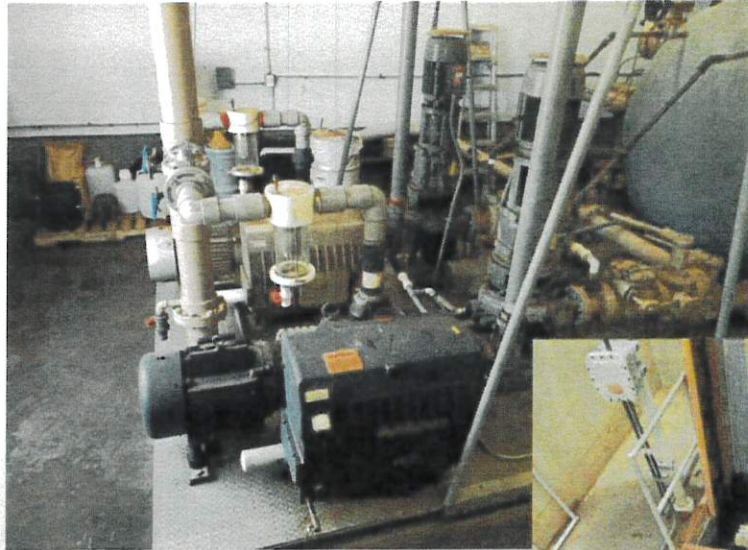
CURRENT EMERGENCY SITUATION

- WE HAVE BEEN DEALING WITH PROBLEMS ARE OUR COOK ST BOOSTER STATION LATELY. ABOUT A 6 WEEKS AGO WE WERE DEALING WITH ELECTRONIC CONTROL PROBLEMS. WE HAD TO SHUT DOWN OUR WELLS TO MAKE THOSE REPAIRS. LAST WEEK OUR PROBLEMS CONTINUED WITH OUR MAIN ELECTRICAL MOTOR. IT TRIPPED, WHEN WE TRIED TO RESET THE MOTOR BLEW-OUT AND LITERALLY CAUGHT ON FIRE. WE DID HAPPEN TO HAVE A SPARE MOTOR AND QUICKLY REPLACED IT BUT WERE NOT SUCCESSFUL IN RESTARTED IT. WE STRUGGLED WITH IT FOR TWO DAYS, ALL WHILE OUR TANK LEVELS WENT DOWN TO CRITICAL STATUS.



HIGH PRIORITY PROBLEMS

- OTHER HIGH PRIORITY PROBLEMS THAT I MIGHT BRING TO THE COMMISSION SOON ARE;
- ENTRANCE WORKS FOR THE WASTEWATER TREATMENT PLANT-NORMALLY AN AUTOMATED UNIT, THIS PIECE OF EQUIPMENT HAD BEEN OUT OF COMMISSION SINCE THE FLOODS OF 2020. THIS IS A CRITICAL PART OF THE PROCESS AS IT CLEANS LARGE PIECES OF DEBRIS THAT MIGHT CLOG UP OUR PUMPS. NMED CONSIDERS THIS A CONFINED SPACE IN ITS CURRENT STATE AND HAS REQUIRED US TO PRODUCE A RESCUE PLAN, GAS MONITORS AND STAND BY SCBA GEAR.
- VACUUM STATION N RIVERSIDE- THIS STATION IS A STATE OF DISREPAIR, ALL THE PARTS TO THIS FACILITY ARE NOW OBSOLETE. NO COMPANY MAKES SPARE PARTS AND ARE ONLY SOLD BY ONE DISTRIBUTOR. PRICES ARE EXTREMELY HIGH. WE NEED TO START PHASING OUT THIS EQUIPMENT AND REPLACE WITH MORE CUSTOMARY LIFT STATIONS.



DAUPLER DISPATCH SERVICE

575 223-1930

WE CURRENTLY LAUNCHED OUR DISPATCH SERVICE FOR THE COMMUNITY. WE ARE ASKING ALL THE COMMUNITY TO CALL THIS NUMBER IN ORDER TO TRACK ALL OUR WATER LEAKS, SEWER CLOGS, ETC.

WE HAVE HAD SOME GLITCHES BUT AS WE CONTINUE TO USE THE SERVICE WE CAN FINE TUNE IT TO FIT OUR NEEDS AND OUR COMMUNITY.

WE HAVE HAD A FEW COMPLAINTS AND HAVE RESOLVED THEM WITH DAUPLER AND ITS REPRESENTATIVE.

THIS SERVICE WILL DRAMATICALLY REDUCE OUR PAYMENTS TO THE COUNTY DISPATCH CENTER AS WE CONVERT OVER TO DAUPLER.

[Incidents](#)[Teams](#)[Notify](#)[Admin](#)[Analytics](#)

Active Incidents

There are currently no active incidents.

Past Incidents

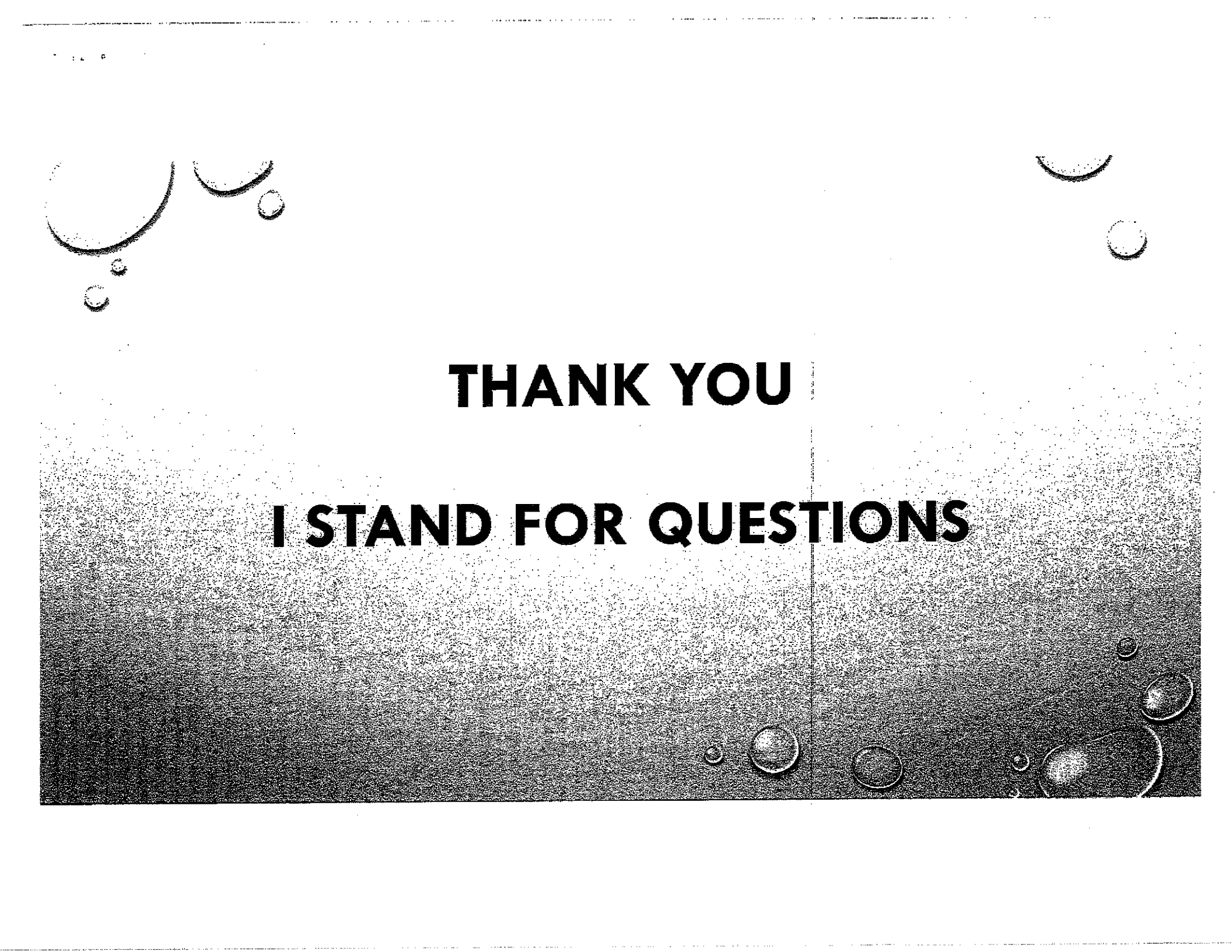
[Completed](#)[Unfinished](#)[Archived](#)

DEPARTMENT BUDGET

PRICING FOR ALL ASPECTS OF OUR OPERATIONS HAS SKY-ROCKETED IN THE LAST FEW YEARS SINCE COVID.

OUR CURRENT BUDGET IS EXTREMELY LEAN IN BOTH DEPARTMENTS, ESPECIALLY WITH THE FAILING INFRASTRUCTURE . IT IS VERY EXPENSIVE TO OPERATE A WATER AND WASTEWATER SYSTEM. WE HAVE BEEN ABLE TO SUSTAIN OPERATIONS SO FAR. HOWEVER I WILL BE APPROACHING THE COMMISSION NEXT BUDGET CYCLE WITH INCREASE IN OVER ALL BUDGET FOR OPERATIONS.





THANK YOU

I STAND FOR QUESTIONS



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: G.2

SUBJECT: City Commission Special Executive Session, November 29, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 5, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-13-2023

**CITY COMMISSION SPECIAL EXECUTIVE MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, NOVEMBER 29, 2023**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Angela A. Torres, City Clerk-Treasurer
Bo Easley, Electric Division Director
Sonya Renfro, Utility Office Manager

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

C. EXECUTIVE SESSION:

- 1. Purchase, Acquisition, or Disposal of Real Property (potential sale of the city's real property and related electric infrastructure to Sierra Electric Coop) pursuant to 10-15-1(H.8).**
- 2. Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2).**

Mayor Pro-Tem Hechler made a motion to go into executive session at 9:03 a.m. to discuss Purchase, Acquisition, or Disposal of Real Property (potential sale of the city's electric infrastructure to Sierra Electric Coop) pursuant to 10-15-1(H.8) and Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2). Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

CITY COMMISSION NOVEMBER 29, 2023 SPECIAL EXECUTIVE SESSION MEETING
MINUTES

Mayor Forrister reconvened the meeting in open session at 1:00 p.m.

Mayor Pro-Tem Hechler certified that only matters pertaining to Purchase, Acquisition, or Disposal of Real Property (potential sale of the city's electric infrastructure to Sierra Electric Coop) pursuant to 10-15-1(H.8) and Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2) was discussed in Executive Session, and no action was taken in executive session.

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

- 1. Purchase, Acquisition, or Disposal of Real Property (potential sale of the city's real property and related electric infrastructure to Sierra Electric Coop) pursuant to 10-15-1(H.8).**

Mayor Pro-Tem Hechler made a motion to ask City Management for additional research regarding the evaluation of our assets, and to come up with those, and present them to the Commission at a later date so the Commission can make a better and informed decision. Commissioner Harrelson seconded the motion. Motion carried unanimously.

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

No action was taken on this item.

E. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 1:02 p.m.

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

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: G.3

SUBJECT: Acknowledge Regular Planning & Zoning Advisory Board Minutes, October 10, 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: December 5, 2023

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-13-2023

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
TUESDAY, OCTOBER 10, 2023**

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, October 10, 2023 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

Vice-Chairman Buhler mad a motion to approve the agenda.
Member Luchini seconded the motion.
Motion carried unanimously.

2. APPROVAL OF MINUTES:

a) September 11, 2023

Vice-Chairman Buhler made a motion to approve the minutes from September 11, 2023 with change on page 7.
Member Kent 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. PUBLIC HEARINGS (5 Minute Rule Applies)

- a) Public Hearing/Discussion/Action: Summary Plat Amendment at 400-410 Van Patten Ave.
Assistant City Manager Alvarez

Deputy Clerk Gabaldon swore in the applicant Jessica Logreia.

Assistant City Manager Alvarez: Good evening commissioners, we have a request for a summary plat amendment at 400-410 Van Patten Avenue; the applicant wishes to amend their lot lines. I did provide you guys a highlighted one as it is a little bit confusing since it's a large lot in there. As you can see where they have the lot lines where it's divided into seven lots. What they want to do is move those lots so that the lot lines make it into two parcels. There's no issues of concerns with access for sewer, water, or electric. Access to city maintained streets, they made all requirements. They've sent all of their documents in. We did certified mailings to all applicable properties surrounding; all of their fees were paid and applicant is here if you have any questions.

Chairman Sisney: Are there any questions from the members of the council?

City Attorney Rubin: Are there any questions from the applicant? You don't have to but usually the applicant wants to say something.

Vice-Chairman Buhler: Do you want to say anything?

Applicant Logreia had nothing to say.

City Attorney Rubin: We do have the findings of facts check list with seven items, so we might want to say that we've considered those items on the list and we therefore recommend approval to the city commission.

Chairman Sisney made a motion to approve the summary plat amendment to the city commission for final approval.

Member Kent seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

5. NEW BUSINESS:

a) Discussion/Action: Powers and Duties of the P & Z Commission – Jay Rubin

City Attorney Rubin stated that he was there for the board's questions or comments.

Assistant City Manager Alvarez stated at the last meeting that she would have Jay there. She went on to say that Vice-Chairman Buhler requested that they could review and look at some different allowances and Chairman Sisney had questions regarding site visits and she deferred it to the attorney and so she brought him there so that they could ask him their questions and get clarification.

City Attorney Rubin stated that he could help them out. He stated that Chairman Sisney stated in the minutes from the last meeting that he didn't have sufficient time to actually do a viewing of the mobile home.

Chairman Sisney stated that in general it's a short turn-around from Friday afternoon to the meeting on Monday.

City Attorney Rubin stated that he sympathizes with that and he wants them to have plenty of time and he thinks the board has discretion in how they want to schedule the meetings.

Assistant City Manager Alvarez stated that they used to meet later and that at the request of the city staff that they move the meetings up so they just as easily could move the meeting to a different day as well.

Member Kent asked if they could get the materials sooner rather than having to move the meetings to a different day and time.

Deputy Clerk Gabaldon stated that according to the ordinance and/or resolutions, you get your agenda packets 72 hours prior to your meeting. So as long as you have it on Friday by 4pm that is the 72 hours.

Member Kent stated that the problem is when she gets the email at 2pm on Friday and the office closes at 5pm, she isn't always able to get there and then it's closed all weekend. She went on to say that she doesn't have an opportunity to come until the next morning and the office is closed so she can't get it until Monday, if she's able to get there at all.

Vice-Chairman Buhler stated that they do email the entire agenda packet to the members, so you do get that as well.

She went on to say that when Chris asked about the inspection, he did also ask to have someone from the city in inspect because that trailer that was in question last time, it was 22 years old, but by the time the city found out about it, it was 5 years, so we they felt that was not good.

Assistant City Manager Alvarez stated that she had explained at the previous meeting that it was 2018 when that trailer was moved in and that was when the city had a building inspector; for whatever reason it was moved onto the property and was existing by the time she took office. She was not aware that it was not connected to the utilities until they made the request. In 2018, whether Robie approved it move it on or it went through the process with the previous owner, she does not know. Because they were requesting utilities, she made them come before the board.

Vice-Chairman Buhler asked if the city has a code inspection vehicle that goes around the city and how many do they have.

Assistant City Manager Alvarez stated that they have one code enforcement vehicle and two animal control vehicles that help out with code compliance as well.

Vice-Chairman Buhler stated that since they have three vehicles that they should go and check on things since they work for the city.

Assistant City Manager Alvarez stated that she uses her own vehicle to go out and drive around because out of the general fund, she's not one to want to use and request a vehicle. If she goes to outside of the area or she is not comfortable driving her personal vehicle then she will request to ride along with a city employee in a city vehicle and she goes out and does inspections often.

Vice-Chairman Buhler stated that she has heard that people are telling others to just put paper up in their windows and they can do whatever they want.

Assistant City Manager Alvarez stated that if anyone has a complaint, they can call her and she would be happy to follow up with those buildings. She has been out in the field and had verified contractor work that is being done.

City Attorney Rubin stated that this board has discretion on how they want to schedule things. He went on to say that Chairman Sisney mentioned there was not enough turnaround time and that there is flexibility on how they want to schedule things; if they want to move the meetings back a day or two to give them more time to review the agenda packets. He stated that he is in favor of them doing site visits and they put it in the rules so that they can do that as long as there is no ex-parte contact.

Vice-Chairman Buhler asked that if after their meeting is it public record.

City Attorney Rubin answered yes.

Vice-Chairman Buhler asked if after a meeting they could discuss something as a board or with an individual; what constitutes getting in trouble?

City Attorney Rubin stated that after they've taken action, it goes to the commission for final approval. Deputy Clerk Gabaldon asked that when they do the site visits, does that include going inside of residents' personal spaces or is it just for outside.

City Attorney Rubin stated that they can resolve their questions just by doing an outside visit.

Assistant City Manager Alvarez stated that the city does not approve anything structural, they only approve for zoning. They are they approve the exterior and not the interior.

City Attorney Rubin stated that an onsite visit is exactly that. If the person is wanting a setback variance, so they are going out there to see if it will adversely affect the surrounding area. They are not to speak to anyone out there; they are only there so that they have a picture in their minds to see what is going on.

Deputy Clerk Gabaldon reiterated the fact by asking again that they are not there to inspect the structure itself should there be one.

City Attorney Rubin stated that is correct. They are only there to fulfill their obligation to address planning and zoning questions.

Assistant City Manager Alvarez stated that when she brings something to the board, if they feel that they need more information, they have the option or ability to either deny or table. She shutters at tabling an item because of the certified mailings that go out for public hearings and then delaying the applicants even longer. She requested that they get as much answers as they can during the meetings. Should they choose to table an item, she wants them to include which of the seven findings of facts it falls under so when it goes to the commission, they have that information as well.

Member Kent asked about making possible changes to the board and how to go about that.

Assistant City Manager Alvarez advised the board that she welcomes any changes. She went on to advise them that they can download the city ordinances from the city website and bring it up at a future meeting for the board to discuss and then it would go before the city commission for final approval and adoption after publications and a public hearing is scheduled.

6. REPORTS FROM THE BOARD

There were no reports from the board.

7. REPORTS FROM STAFF

There were no reports from the staff.

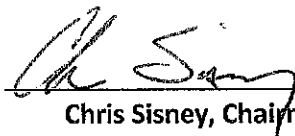
8. ADJOURNMENT

Vice-Chairman Buhler made a motion to adjourn.

Member Luchini seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 13TH DAY OF NOVEMBER, 2023.


Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: G.4

SUBJECT: Acknowledge Regular Public Utility Advisory Board Minutes, October 16, 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: December 5, 2023

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-13-2023

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC UTILITY ADVISORY BOARD
MONDAY OCTOBER 16, 2023**

REGULAR MEETING MINUTES

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, October 16, 2023 at 3:30 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Szigeti.

ROLL CALL:

George Szigeti, Chairman
Jeff Dornbusch, Vice-Chairman
Gil Avelar, Member
Don Armijo, Member - **Absent**

ALSO PRESENT:

Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

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

2. APPROVAL OF MINUTES:

- a. Regular meeting of July 17, 2023

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

3. COMMENTS FROM THE PUBLIC: (3 Minute rule applies)

There were no comments at this time.

4. REPORTS FROM THE BOARD

The board members had nothing to report at this time.

5. REPORTS FROM STAFF

City Manager Gonzales reported that the electric sale needs to be moved at a faster pace. Nothing has been reported back to her, but she knows the report is either done or close to done. The results are unknown at the moment, so Denice is going to talk to the PUAB. The rate

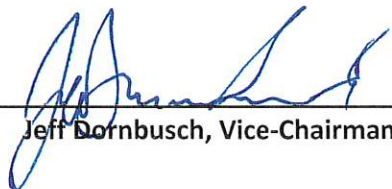
is also in the works. The wastewater department has had 2 visits from OSHA and they have not addressed the barrier for the clarifier fencing. There was a temporary fence but it was ripped down by the wind and has not been put back up because if it were to be put back up and ripped back down it could possibly end up in the aeration area.

Assistant City Manager Alvarez reported that the chunk of waterline brought to the meeting was taken from 3rd St. when they had the large leak. There have been other leaks on 3rd as well as which are being quoted by a contractor. An estimated \$100,000 budget would be needed for the project. The wastewater department has had 2 visits from OSHA and they have not addressed the barrier for the clarifier fencing.

6. ADJOURNMENT

Chairman Szigeti adjourned the meeting.

PASSED AND APPROVED ON THIS 20th DAY OF NOVEMBER 2023.



Jeff Dornbusch, Vice-Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: G.5

SUBJECT: Acknowledge Regular Lodgers Tax Advisory Board Minutes, September 25, 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: December 5, 2023

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-13-23

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, SEPTEMBER 25, 2023**

REGULAR 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, September 25, 2023 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:

Angie Gonzales, City Manager
Tammy Gardner, Executive Assistant
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

Member DeMarino made a motion to approve the agenda with changes.
Member MacKenzie seconded the motion.
Motion carried unanimously.

2. APPROVAL OF MINUTES:

- a. Regular Meeting Minutes of July 24, 2023

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

3. COMMENTS FROM THE PUBLIC (3 minute rule applies)

There were no comments at this time.

4. NEW BUSINESS:

- a. Discussion/Update: Geronimo Springs Museum Lodger's Tax Grant Report for brochures.

Vice-Chairman Kelley gave an update on the brochures.

Chairman Foerstner made a motion to approve the report.
Member DeMarino seconded the motion.
Motion carried unanimously.

- b. Discussion/Update: Geronimo Springs Museum Lodger's Tax Grant Report for website.

Vice-Chairman Kelley gave an update on the website.

Chairman Foerstner made a motion to approve the report.

Member DeMarino seconded the motion.

Motion carried unanimously.

- c. Discussion/Action: MainStreet 2023-2024 Lodgers Tax Grant Application for Second Saturday Art Hop.

Dean Lamanna made his presentation to the board regarding the Second Saturday Art Hop and how it brings in the crowds to the downtown area.

Member MacKenzie made a motion to approve the application for \$2,875.10.

Member DeMarino seconded the motion.

Motion carried unanimously.

- d. Discussion/Action: Veterans Memorial Park & Museum 2023-2024 Lodger's Tax Grant Application for billboard.

Windy Barnes made her presentation to the board with regards to the billboard.

Member DeMarino made a motion to approve the application for \$2,875.59.

Member MacKenzie seconded the motion.

Motion carried unanimously.

- e. Discussion/Action: Veterans Memorial Park & Museum 2023-2024 Lodger's Tax Grant Application for new vinyl for billboard.

The board asked to table the item until May 2024.

- f. Discussion/Action: Veterans Memorial Park & Museum 2023-2024 Lodger's Tax Grant Application for Veterans Day Celebration.

Windy Barnes and Maggie Allen made their presentation to the board regarding the Veterans Day Celebration in November and that the veteran's home will be working with the museum as well in order to bring in more people to the City.

Member DeMarino made a motion to approve the application for \$503.00.

Member Harrington seconded the motion.

Motion carried unanimously.

- g. Discussion/Action: Veterans Memorial Park & Museum 2023-2024 Lodger's Tax Grant Application for one year ad in the Guide.

The board took no action at this time and asked them to reapply again in May 2024.

- h. Discussion/Action: Friends of New Mexico Film 2023-2024 Lodger's Tax Grant Application.

NaNi Rivera made her presentation to the board for all of the items on her application.

The board mentioned to Ms. Rivera that by law they cannot pay for their insurance or for their labor/talent. They also advised her that cannot pay for their advertising as there is an anti-donation policy that is in place and the law of the lodger's tax.

The board reminded her that in the future each item needs to be a separate application and not all combined on one application. They went on to ask her for the report for the last application that they awarded her money for.

Member DeMarino made a motion to approve \$1000.00 for El Inferno orchestra and The Red Elvis' & \$1300.00 for the website upgrade.

Chairman Foerstner seconded the motion.

Motion carried unanimously.

5. COMMENTS FROM THE BOARD

Vice-Chairman Kelley updated the board regarding Virgin Galactic bringing people to T or C by putting them up in local hotels and restaurants.

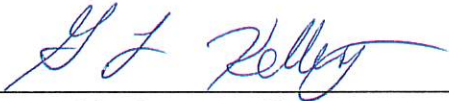
6. COMMENTS FROM STAFF

The staff had no comments at this time.

7. ADJOURNMENT

There being nothing further, Chairman Foerstner adjourned the meeting.

PASSED AND APPROVED this 27th day of November 2023.



~~Jake Foerstner~~, Chairman
Gina Kelley Vice Chair



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: G.6

SUBJECT: November 2023 Accounts Payable

DEPARTMENT: Finance

DATE SUBMITTED: December 4, 2023

SUBMITTED BY: Silke Kapela, Accounts Payable

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for November 2023

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 704,155.49

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 12-13-2023

Accounts Payable Transfer Sheet - 2023-2024 FY
Post Date Ending: 11/2, 11/9, 11/16, 11/27

Fund	Fund Description	Fund Totals				GRAND TOTAL TRANSFERS	Fund Numbers
		11/2/2023	11/9/2023	11/16/2023	11/27/2023		
101	General	\$26,557.91	\$74,431.76	\$12,806.86	\$95.36	\$113,891.89	101
201	Local Government Corrections	\$46.00	\$2,310.00			\$2,356.00	201
209	State Fire	\$278.62		\$1,042.50		\$1,321.12	209
211	Law Enforcement Protection	\$1,874.18	\$83.98	\$405.38		\$2,363.54	211
214	Lodger's Tax		\$466.67			\$466.67	214
216	Street Renovation	\$5,209.69	\$16,300.87	\$5,928.97		\$27,439.53	216
217	Municipal Recreation					\$0.00	217
260	Fiscal Recovery Funds					\$0.00	260
294	State Library					\$0.00	294
295	Municipal Pool	\$795.22	\$40.10			\$835.32	295
296	PD-GRT Fund	\$1,000.00	\$449.87			\$1,449.87	296
298	PD-Donations		\$2,975.00			\$2,975.00	298
302	Electrical Construction					\$0.00	302
303	Veterans Memorial			\$198.31		\$198.31	303
304	SJOA - Grants	\$7,881.25				\$7,881.25	304
305	Capital Improvement General					\$0.00	305
306	Capital 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					\$0.00	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			\$29,907.00		\$29,907.00	370
380	Community Development					\$0.00	380
403	Pledge State Tax	\$30,470.78				\$30,470.78	403
501	Cemetery					\$0.00	501
502	Utility Office	\$364.57	\$193.47			\$558.04	502
503	Electric Dept	\$5,465.14	\$209,358.74	\$47,636.07		\$262,459.95	503
504	Water Dept	\$63,665.85	\$14,938.98	\$11,774.52		\$90,379.35	504
505	Solid Waste	\$63,123.65	\$5,468.39	\$11,968.46		\$80,560.50	505
506	WasteWater	\$11,450.21	\$6,650.18	\$5,990.95		\$24,091.34	506
507	Solid Waste Landfill/Collection					\$0.00	507
508	Golf Course	\$1,036.12	\$2,062.35	\$561.70		\$3,660.17	508
509	Municipal Airport	\$61.00	\$882.03	\$17,169.53		\$18,112.56	509
600	Internal Service Fund		\$2,777.30			\$2,777.30	600
	Grand Total-Accounts Payable	\$219,280.19	\$339,389.69	\$145,390.25	\$95.36	\$704,155.49	



Truth or Consequences

EOM AP REPORT

By Fund

Payment Dates 11/1/2023 - 11/30/2023

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
XEROX CORP - OLD	019948853	11/02/2023	AIRPORT	101-1004-43465	32.28
INTERNAL SERVICE FUND	07/01/2023-07/31/2023	11/02/2023	JULY 2023	101-1014-47420	53.75
INTERNAL SERVICE FUND	08/01/2023-08/31/2023	11/02/2023	AUGUST 2023	101-1014-47420	56.76
INTERNAL SERVICE FUND	09/01/2023-09/31/2023	11/02/2023	SEPTEMBER 2023	101-1006-47420	84.90
INTERNAL SERVICE FUND	09/01/2023-09/31/2023	11/02/2023	SEPTEMBER 2023	101-1008-47420	60.75
NM SELF INSURERS FUND	09302023	11/02/2023	BRIAN NIKIFOROW CLAIM	101-1018-46732	284.32
INTERNAL SERVICE FUND	10/01/2023-10/31/2023	11/02/2023	OCTOBER 2023	101-1009-47420	71.65
INTERNAL SERVICE FUND	10/01/2023-10/31/2023	11/02/2023	OCTOBER 2023	101-1014-47420	32.50
MIKE TORRES DBA CD TECHN...	1014	11/02/2023	IT SERVICE GENERAL FUND OP...	101-1018-48598	5,525.00
NEW MEXICO GAS COMPANY, ..	10262023	11/02/2023	NM WORKFORCE CONNECTI...	101-1018-43780	31.65
NEW MEXICO GAS COMPANY, ..	10262023	11/02/2023	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	56.77
NEW MEXICO GAS COMPANY, ..	10262023	11/02/2023	GENERAL OPEN PO FY23/24	101-1018-43780	546.77
LEVI EILERS	10292023	11/02/2023	MILEAGE REIMBURSEMENT	101-1007-43316	426.12
POLICARPIO V BUSTAMANTE -...	110.23	11/02/2023	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
ANIMAL CARE EQUIPMENT & ...	116535	11/02/2023	FIELD SUPPLIES FOR ANIMAL ...	101-1008-44607	51.55
AMAZON CAPITAL SERVICES, I...	1TMF-L7V1-HM44	11/02/2023	OFFICE SUPPLIES FOR PD	101-1007-44606	105.05
THE LINE, LLC	2326	11/02/2023	UNIFORM ITEMS FOR ACO/C...	101-1008-42620	385.22
KATHRYN ELLIOTT DBA CIVILIT...	33	11/02/2023	GOVERNMENT RELATIONS	101-1000-43598	3,238.13
QUILL CORPORATION	35249098	11/02/2023	BUSINESS CARDS LIEUTENANT...	101-1007-44606	11.01
SILVERSKY, INC.	491254-SI	11/02/2023	OPEN PO FY23/24 GENERAL F...	101-1018-43815	940.78
DESERT GRAPHICS INC.	6771	11/02/2023	SIGNS FOR THE ANIMAL SHEL...	101-1014-43403	2,560.00
UNIVERSAL INVESTIGATION S...	8294	11/02/2023	INTERNAL AFFAIRS INVESTIGA...	101-1007-48598	3,169.97
CITY UTILITIES	C-D OCTOBER 2023	11/02/2023	GENERAL FUND CYCLE C&D O...	101-1018-43780	6,952.92
LASTING PAWS PET MEMORIA...	LC1039-I-0044	11/02/2023	CREAMTION SERVICES	101-1006-48598	919.85
RICHARD HADDER	OEC-10232023	11/02/2023	MEAL REIMBURSEMENT	101-1009-42720	20.11
ORRIN J HECHLER	OEC-10232023	11/02/2023	MEAL REIMBURSEMENT	101-1013-42720	40.10
XEROX CORP - OLD	020038051, 020038053, 0200...	11/09/2023	POLICE DEPT	101-1004-43465	216.81
XEROX CORP - OLD	020038051, 020038053, 0200...	11/09/2023	MUNICIPAL COURT	101-1004-43465	214.20
XEROX CORP - OLD	020038051, 020038053, 0200...	11/09/2023	FIRE DEPT	101-1004-43465	254.28
XEROX CORP - OLD	020038051, 020038053, 0200...	11/09/2023	CITY MANAGER	101-1004-43465	177.74
XEROX CORP - OLD	020038051, 020038053, 0200...	11/09/2023	WASTE WATER	101-1004-43465	158.20
XEROX CORP - OLD	020038051, 020038053, 0200...	11/09/2023	AIRPORT	101-1004-43465	31.58
XEROX CORP - OLD	020038051, 020038053, 0200...	11/09/2023	SOLID WASTE	101-1004-43465	30.18
XEROX CORP - OLD	020038051, 020038053, 0200...	11/09/2023	FLEET DEPT	101-1004-43465	64.69
XEROX CORP - OLD	020038051, 020038053, 0200...	11/09/2023	ELECTRIC DEPT	101-1004-43465	94.81
WEX BANK	11012023	11/09/2023	WEX FUEL FOR ANIMAL CONT...	101-1008-43316	731.42
WEX BANK	11012023-PD	11/09/2023	WEX FUEL POLICE DEPT - FY 2...	101-1007-43316	6,467.63
WEX BANK	11092023	11/09/2023	OPEN PO - WEX FUEL FY 23-24	101-1013-43316	94.65
TURNER ENTERPRISES INC	11092023	11/09/2023	CIVIC CENTER EVENT REFUND	101-1099-34348	600.00
JAIME F. RUBIN, LLC	11223	11/09/2023	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	8,118.25
JAIME F. RUBIN, LLC	11223	11/09/2023	GRT	101-1000-43597	514.23
COPPLER LAW FIRM, P.C.	12276	11/09/2023	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	930.41
SIERRA COUNTY SENTINEL	1515	11/09/2023	HELP WANTED ADS - FY23-24 -...	101-1004-43740	350.54
SIERRA COUNTY SENTINEL	1581	11/09/2023	OPEN PO FOR FY 22/23 PUBLI...	101-1001-43740	338.82
SIERRA COUNTY SENTINEL	1596	11/09/2023	CODE OF ETHICS POSTERS - PD	101-1007-44606	38.86
SUN VALLEY, INC.	171707/6, 171795/6, 171805/...	11/09/2023	OPEN PO FIELD SUPPLIES FY24...	101-1009-44607	142.48

EOM AP REPORT

Payment Dates: 11/1/2023 - 11/30/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY, INC.	171913-6, 171817-6, 171907-6...	11/09/2023	OPEN PO FOR THE MONTH OF...	101-1014-44607	1,330.43
AMAZON CAPITAL SERVICES, I...	1QHF-QK1P-HWV4	11/09/2023	12 UNIFORM SHIRTS	101-1006-42620	269.88
AMAZON CAPITAL SERVICES, I...	1QHF-QK1P-HWV4	11/09/2023	INK	101-1006-44606	249.78
AMAZON CAPITAL SERVICES, I...	1QHF-QK1P-HWV4	11/09/2023	SHELTER SUPPLIES	101-1006-44607	6.99
BAKER & TAYLOR, INC.	2037779304, 2037806775, 20...	11/09/2023	LIBRARY MATERIALS FOR PUBL...	101-1016-44830	2,131.20
TERRY'S TIRE & ALIGNMENT, I...	26928, 26930	11/09/2023	REPAIRS ON 2019 FORD TAUR...	101-1007-47420	1,416.81
INTERNATIONAL INSTITUTE OF..	28476-2023, 41084-2023	11/09/2023	LISA GABALDON ANNUAL ME...	101-1001-43770	125.00
INTERNATIONAL INSTITUTE OF..	28476-2023, 41084-2023	11/09/2023	ANGELA TORRES ANNUAL M...	101-1001-43770	185.00
QUILL CORPORATION	35148245, 35166961, 351536...	11/09/2023	SANTIZING WIPES	101-1002-44606	85.99
QUILL CORPORATION	35148245, 35166961, 351536...	11/09/2023	BANKER BOXES	101-1002-44606	45.39
QUILL CORPORATION	35148245, 35166961, 351536...	11/09/2023	MECHANICAL PENCILS	101-1002-44606	21.23
QUILL CORPORATION	35148245, 35166961, 351536...	11/09/2023	GLOVES	101-1002-44606	16.59
QUILL CORPORATION	35148245, 35166961, 351536...	11/09/2023	FOLDER W/10 POCKET	101-1002-44606	13.13
QUILL CORPORATION	35148245, 35166961, 351536...	11/09/2023	PACKING TAPE	101-1002-44606	8.72
QUILL CORPORATION	35148245, 35166961, 351536...	11/09/2023	PENCILS	101-1002-44606	5.84
QUILL CORPORATION	35148245, 35166961, 351536...	11/09/2023	STORAGE BOXES	101-1002-44606	149.38
QUILL CORPORATION	35267075	11/09/2023	OFFICE SUPPLIES FOR CMO	101-1003-44606	21.59
QUILL CORPORATION	35267075	11/09/2023	OFFICE SUPPLIES FOR COMM...	101-1010-44606	51.10
QUILL CORPORATION	35267075	11/09/2023	OFFICE SUPPLIES FOR STREETS	101-1011-44606	92.12
QUILL CORPORATION	35368932	11/09/2023	PLASTIC FILE BOXES	101-1002-44606	551.76
NM MUNICIPAL COURT CLERK...	3860	11/09/2023	COURT CLERK DUES	101-1002-43770	60.00
TRANS UNION RISK & ALTERN...	485949-202310-1	11/09/2023	TLO SERVICES 6 MONTHS OP...	101-1007-43815	125.00
SIERRA VISTA HOSPITAL / SIER...	60005C15467	11/09/2023	COLLECTION DRUG TEST FEE ...	101-1004-48599	25.00
LYNN'S LANDSCAPE	803	11/09/2023	MATERIALS & LABOR - INSTALL...	101-1009-80845	19,105.78
ARENAS VALLEY ANIMAL CLIN...	83354, 83528, 83917, 84085, ...	11/09/2023	VET SERVICES	101-1006-48598	845.59
QUEST DIAGNOSTICS, INC.	9206767430925	11/09/2023	SCREENING & MRO FEE FY 23-...	101-1004-48599	112.10
WEX BANK	929923131	11/09/2023	WEX BANK FUEL CARD OPEN P..	101-1014-43316	834.87
VERIZON WIRELESS	9947750633	11/09/2023	POLICE DEPT OPEN PO FY23/24	101-1007-43775	254.44
VERIZON WIRELESS	9947750633	11/09/2023	ANIMAL CONTROL OPEN PO F...	101-1008-43775	123.42
ADVANCED NETWORK MANA...	BDC-0000001137	11/09/2023	SHIPPING	101-1009-80810	235.75
ADVANCED NETWORK MANA...	BDC-0000001137	11/09/2023	SWITCH INSTALLATION & VER...	101-1009-80810	22,331.75
TALON SEPTIC & POTTY SERVI...	I1040	11/09/2023	OPEN PO PORTABLE TOILET R...	101-1009-43465	1,000.00
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1001-41226	120.34
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1003-41226	155.71
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1004-41226	339.84
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1006-41226	123.12
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1007-41226	1,081.96
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1008-41226	114.67
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1009-41226	67.94
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1011-41226	263.98
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1012-41226	123.63
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1014-41226	210.43
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	101-1016-41226	208.87
LEVI EILERS	11122023	11/15/2023	MILEAGE REIMBURSEMENT	101-1007-43316	426.12
NM BOARD OF VETERINARY ...	11-14-2023	11/16/2023	ANNUAL ANIMAL SHELTER LIC...	101-1006-43770	150.00
SOUTHWEST AUTOMOTIVE	1379-11.14.2023	11/16/2023	REAR BUMPER	101-1009-47420	850.00
SOUTHWEST AUTOMOTIVE	1379-11.14.2023	11/16/2023	PAINT,CLEAR,HARDENER AND...	101-1009-47420	550.00
SOUTHWEST AUTOMOTIVE	1379-11.14.2023	11/16/2023	LABOR TO PAINT AND INSTALL...	101-1009-47420	1,275.00
SOUTHWEST AUTOMOTIVE	1379-11.14.2023	11/16/2023	REAR BED SKIN	101-1009-47420	1,450.00
SOUTHWEST AUTOMOTIVE	1379-11.14.2023	11/16/2023	REAR LEFT TAIL LIGHT	101-1009-47420	425.00
MOBILE MEDICAL EXPRESS LLC	1627	11/16/2023	RANDOM TESTING	101-1004-48599	1,656.89
EWING IRRIGATION	1717109	11/16/2023	C9 LED YELLOW SUPERBRITE ...	101-1009-44607	158.00
EWING IRRIGATION	1717109	11/16/2023	C9 12IN 100FT GRN W/SOCKET	101-1009-44607	359.90
EWING IRRIGATION	1717109	11/16/2023	C9 LED BLUE SUPERBRITE BULB	101-1009-44607	158.00
EWING IRRIGATION	1717109	11/16/2023	C9 LED RED SUPERBRITE BULB	101-1009-44607	158.00
EWING IRRIGATION	1717109	11/16/2023	24IN STARBURST WARM WHT	101-1009-44607	239.94
EWING IRRIGATION	1717109	11/16/2023	C9 LED ORANGE SUPERBRITE ...	101-1009-44607	158.00

EOM AP REPORT

Payment Dates: 11/1/2023 - 11/30/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EWING IRRIGATION	1717109	11/16/2023	C9 LED GREEN SUPERBRITE B...	101-1009-44607	158.00
AMAZON CAPITAL SERVICES, I...	1QMQ-3CG1-X41F	11/16/2023	EXTRA SHIPPING	101-1012-44607	6.99
AMAZON CAPITAL SERVICES, I...	1QMQ-3CG1-X41F	11/16/2023	CAR FUSE ASSORTMENT KIT	101-1012-44607	11.99
AMAZON CAPITAL SERVICES, I...	1QMQ-3CG1-X41F	11/16/2023	DIAL HAND SOAP	101-1012-44607	8.60
AMAZON CAPITAL SERVICES, I...	1QMQ-3CG1-X41F	11/16/2023	PAINT STICK	101-1012-44607	26.70
AMAZON CAPITAL SERVICES, I...	1QMQ-3CG1-X41F	11/16/2023	DAWN DISHWASHING SOAP ...	101-1012-44607	31.60
AMAZON CAPITAL SERVICES, I...	1QMQ-3CG1-X41F	11/16/2023	MILWAUKEE 18V BATTERY RE...	101-1012-44607	105.99
AMAZON CAPITAL SERVICES, I...	1QMQ-3CG1-X41F	11/16/2023	RAPID BATTERY CHARGER	101-1012-44607	130.40
AMAZON CAPITAL SERVICES, I...	1QMQ-3CG1-X41F	11/16/2023	DAWN DISH SOAP	101-1012-44607	111.40
EWING IRRIGATION	20947676	11/16/2023	7X7 BURLAP TRASH SQUARE	101-1009-44607	111.84
MEHRDAD RAZAVI	284	11/16/2023	NON-STERILIZATION DEPOSIT ...	101-1099-34343	25.00
ALARM CONTROL TECHNOLOG...	31481, 31482	11/16/2023	FIRE ALARM MONITORING OP...	101-1014-47410	53.82
JESSICA MULLER DBA FREED...	3315222	11/16/2023	WINDSHIELD FOR FORD VAN ...	101-1014-47420	364.00
ARMUJO'S CASA BONITA	45244	11/16/2023	SUN SCREENS FOR ANIMAL S...	101-1014-43403	433.50
TESTON'S FREEWAY CHEVRON	5492	11/16/2023	OPEN PO FUEL PURCHASES FY...	101-1009-43316	335.82
TESTON'S FREEWAY CHEVRON	5495	11/16/2023	OPEN PO FY23/24 FUEL PURC...	101-1013-43316	181.42
SIERRA AUTO/CARQUEST	6016-318556	11/16/2023	WINDOW MOTOR W/REG	101-1014-47420	75.91
SIERRA AUTO/CARQUEST	6016-318559	11/16/2023	AIR FILTER	101-1009-47420	12.79
SIERRA AUTO/CARQUEST	6016-318749, 6016-318794, 6...	11/16/2023	OPEN PO FOR MONTH OF OCT...	101-1012-44607	546.56
SIERRA VISTA HOSPITAL / SIER...	6059C15467	11/16/2023	COLLECTION DRUG TEST FEE ...	101-1004-48599	25.00
BRADY INDUSTRIES, LLC	8447008	11/16/2023	PINE CLEANER GAL / CASE	101-1014-44607	371.40
BRADY INDUSTRIES, LLC	8447008	11/16/2023	FUEL CHARGE	101-1014-44607	6.00
BRADY INDUSTRIES, LLC	8447008	11/16/2023	5 MIL LARGE BLACK GLOVES / ...	101-1014-44607	1,154.56
BRADY INDUSTRIES, LLC	8447008	11/16/2023	CENTERPULL HAND TOWELS / ...	101-1014-44607	502.72
WINDSTREAM CORPORATION	11172023	11/27/2023	CITY MANAGER OPEN PO FY2...	101-1003-43775	95.36
Fund 101 - General Total:					113,891.89
Fund: 201 - Corrections					
ADMINISTRATIVE OFFICE OF ...	10312023	11/02/2023	PAY DWI /COURT AUTO/JUD /...	201-1903-44805	46.00
SIERRA COUNTY TREASURER	11012023	11/09/2023	OPEN PO - CARE OF PRISONERS	201-1903-48710	2,310.00
Fund 201 - Corrections Total:					2,356.00
Fund: 209 - Fire					
NEW MEXICO GAS COMPANY, ..	10262023	11/02/2023	FIRE SOUTH STATION OPEN P...	209-1603-43780	33.62
NEW MEXICO GAS COMPANY, ..	10262023	11/02/2023	FIRE STATION OPEN PO FY23/...	209-1603-43780	57.87
CITY UTILITIES	C-D OCTOBER 2023	11/02/2023	FIRE DEPT CYCLE C&D OPEN ...	209-1603-43780	187.13
CITY OF T OR C	0.686054926	11/16/2023	TRAFFIC LIGHT POLE REPAIR ...	209-1603-47415	319.71
WINDSTREAM CORPORATION	11152023	11/16/2023	FIRE DEPT OPEN PO FY23/24	209-1603-43775	125.39
TESTON'S FREEWAY CHEVRON	5493	11/16/2023	OPEN PO FOR GAS/FUEL FY 23...	209-1603-43316	125.97
LYNN'S LANDSCAPE	854	11/16/2023	OPEN PO FOR MONTHLY CLE...	209-1603-47415	471.43
Fund 209 - Fire Total:					1,321.12
Fund: 211 - Law Enforce Prot					
INTERNAL SERVICE FUND	07/01/2023-07/31/2023	11/02/2023	JULY 2023	211-2003-47420	533.47
INTERNAL SERVICE FUND	08/01/2023-08/31/2023	11/02/2023	AUGUST 2023	211-2003-47420	238.33
INTERNAL SERVICE FUND	09/01/2023-09/31/2023	11/02/2023	SEPTEMBER 2023	211-2003-47420	326.48
INTERNAL SERVICE FUND	10/01/2023-10/31/2023	11/02/2023	OCTOBER 2023	211-2003-47420	130.64
LAW ENFORCEMENT SEMINA...	2026595	11/02/2023	INTERNAL AFFAIRS INVESTIGA...	211-2003-42535	425.00
THE LINE, LLC	2327	11/02/2023	UNIFORM ITEMS FOR PD	211-2003-44573	220.26
KAUFMAN'S WEST, LLC	8582LR	11/09/2023	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	83.98
AMAZON CAPITAL SERVICES, I...	1DV4-DV7N-QF1R	11/16/2023	GAMING MONITORS FOR PD ...	211-2003-44613	323.48
KAUFMAN'S WEST, LLC	8610L	11/16/2023	UNIFORM ITEMS FOR PD - GO...	211-2003-44573	81.90
Fund 211 - Law Enforce Prot Total:					2,363.54
Fund: 214 - Lodgers Tax					
GERONIMO TRAIL SCENIC BY...	11123	11/09/2023	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
Fund 214 - Lodgers Tax Total:					466.67
Fund: 216 - Muni Street					
INTERNAL SERVICE FUND	07/01/2023-07/31/2023	11/02/2023	JULY 2023	216-4503-47420	175.00
INTERNAL SERVICE FUND	08/01/2023-08/31/2023	11/02/2023	AUGUST 2023	216-4503-47420	184.40
INTERNAL SERVICE FUND	09/01/2023-09/31/2023	11/02/2023	SEPTEMBER 2023	216-4503-47420	60.00
INTERNAL SERVICE FUND	10/01/2023-10/31/2023	11/02/2023	OCTOBER 2023	216-4503-47420	65.00
DONA ANA BRANCH COMMU...	16054690	11/02/2023	CDL TRAING IN LAS CRUCES	216-4503-42720	4,000.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RED BUD SUPPLY, INC	183535	11/02/2023	SHIPPING	216-4503-43550	445.54
RED BUD SUPPLY, INC	183592	11/02/2023	DIFFERENCE	216-4503-43550	121.52
AMAZON CAPITAL SERVICES, I...	1VF1-MG34-Q1TP	11/02/2023	ADJUSTABLE TRAILER HITCH P...	216-4503-44607	158.23
RED BUD SUPPLY, INC	183803	11/09/2023	MARKING PAINT - WHITE	216-4503-44607	267.28
WAGNER EQUIPMENT CO.	C5764501	11/09/2023	MILLING MACHINE RM300	216-7023-43550	16,033.59
RED WING SHOES OF LAS CRU...	107272	11/16/2023	SAFETY BOOTS FOR BUSTER ...	216-4503-44615	200.00
B & H OIL CO.	110123ST	11/16/2023	RED DIESEL- OPEN PO FY 23/24	216-4503-43316	1,813.64
TESTON'S FREEWAY CHEVRON	5491	11/16/2023	GAS/DIESEL FUEL PURCHASES-...	216-4503-43316	1,077.61
SIERRA AUTO/CARQUEST	6016-318285	11/16/2023	AIR CHUCK	216-4503-47420	40.02
SIERRA AUTO/CARQUEST	6016-318285	11/16/2023	AIR GAUGE	216-4503-47420	49.62
SIERRA AUTO/CARQUEST	6016-318960	11/16/2023	BATTERY FOR SMALL STEEL W...	216-4503-47420	176.44
CHERRILL'S WESTERN APPAREL	78135	11/16/2023	UNIFORMS BOB WALDRON - J...	216-4503-42620	95.00
CHERRILL'S WESTERN APPAREL	78135	11/16/2023	UNIFORMS JOEY EVANS - SHIR...	216-4503-42620	174.00
CHERRILL'S WESTERN APPAREL	78135	11/16/2023	UNIFORMS BOB WALDRON	216-4503-42620	162.00
CHERRILL'S WESTERN APPAREL	78135	11/16/2023	UNIFORMS JOEY EVANS - PAN...	216-4503-42620	150.00
SOUTHWEST CONSTRUCTION ...	97651	11/16/2023	POLY TUBE BROOM FOR PELI...	216-4503-47420	794.64
SOUTHWEST CONSTRUCTION ...	97652	11/16/2023	REPLACEMENT TEETH FOR MI...	216-4503-47420	1,196.00
Fund 216 - Muni Street Total:					27,439.53
Fund: 295 - Muni Pool					
NEW MEXICO GAS COMPANY, ..	10262023	11/02/2023	SWIMMING POOL OPEN PO F...	295-4803-43780	31.15
CITY UTILITIES	C-D OCTOBER 2023	11/02/2023	POOL CYCLE C&D OPEN PO F...	295-4803-43780	764.07
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	295-4803-41226	40.10
Fund 295 - Muni Pool Total:					835.32
Fund: 296 - PD GRT					
LETICIA LOPEZ DBA MD CONS...	10034	11/02/2023	JAG GRANT WRITING SERVICES	296-2403-48598	1,000.00
LUIS TAVIZON	10252023	11/09/2023	REIMBURSEMENT FOR REFRE...	296-2403-44616	73.27
ADVANCED COMMUNICATIO...	20127-00	11/09/2023	MOBILE RADIO PM	296-2403-44615	376.60
Fund 296 - PD GRT Total:					1,449.87
Fund: 298 - PD Donations					
SOUTHWEST MASTERCRAFTS, ...	23-569	11/09/2023	TUMBLER FUNDRAISER PROJE...	298-2103-37394	1,275.00
SOUTHWEST MASTERCRAFTS, ...	23-570	11/09/2023	COMMUNITY POLICING FUND...	298-2103-37394	1,700.00
Fund 298 - PD Donations Total:					2,975.00
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	11152023	11/16/2023	VETERANS WALL OPEN PO FY...	303-4703-43775	198.31
Fund 303 - Vet Wall Total:					198.31
Fund: 304 - Senior Grants					
RED BUD SUPPLY, INC	183535	11/02/2023	HANDICAP SIGN 12/18	304-4903-47415	227.30
RED BUD SUPPLY, INC	183535	11/02/2023	5 GALLON TRAFFIC/PAVEMEN...	304-4903-47415	3,306.72
RED BUD SUPPLY, INC	183535	11/02/2023	LARGE HANDICAP STENCIL	304-4903-47415	187.00
RED BUD SUPPLY, INC	183592	11/02/2023	CURB STOP FOR SJOA PARKIN...	304-4903-47415	4,160.23
Fund 304 - Senior Grants Total:					7,881.25
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY, INC. E...	120778	11/16/2023	ENGINEERING SERVICES CANT...	370-7019-80847	29,907.00
Fund 370 - WATER TRUST BOARD PROJECTS Total:					29,907.00
Fund: 403 - Pledge State					
CAPITAL ONE PUBLIC FUNDING	11012023	11/02/2023	CAPITAL ONE LOAN PMT INTE...	403-1203-90910	6,418.75
NEW MEXICO FINANCE AUTH...	110123	11/02/2023	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	110123	11/02/2023	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.71
NEW MEXICO FINANCE AUTH...	110123	11/02/2023	NMFA LOAN PYMT PPRF 5652	403-1203-12952	8,612.15
NEW MEXICO FINANCE AUTH...	110123	11/02/2023	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.59
Fund 403 - Pledge State Total:					30,470.78
Fund: 502 - Util Office - Pool					
CITY UTILITIES	C-D OCTOBER 2023	11/02/2023	UTILITY BILLING OFFICE CYCLE..	502-3601-43780	364.57
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	502-3601-41226	193.47
Fund 502 - Util Office - Pool Total:					558.04
Fund: 503 - Electric					
MIKE TORRES DBA CD TECHN...	1014	11/02/2023	IT SERVICE ELECTRIC DEPT OP...	503-3702-48598	425.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPANY, ..	10262023	11/02/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	29.04
SILVERSKY, INC.	491254-SI	11/02/2023	OPEN PO FY23/24 ELECTRIC D...	503-3702-43815	72.37
CITY UTILITIES	C-D OCTOBER 2023	11/02/2023	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	4,938.73
TRIPLE H SOLAR, LLC	0352	11/09/2023	ENGINEERING SERVICES- OPEN...	503-3702-48598	640.00
SIERRA ELECTRIC CO-OP, INC.	11022023, 11072023	11/09/2023	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	563.73
SIERRA ELECTRIC CO-OP, INC.	11022023, 11072023	11/09/2023	POWER SERVICES-OPEN PO FY...	503-3702-50795	205,568.11
WESTERN UNITED ELECTRIC	6099529	11/09/2023	MACHINE BOLTS 5/8X14	503-3702-44607	182.40
WESTERN UNITED ELECTRIC	6099529	11/09/2023	ANCHOR 8-WAY EXPANDING ...	503-3702-44607	263.58
WESTERN UNITED ELECTRIC	6099529	11/09/2023	CONDUIT IMC 2 W/COUPLING...	503-3702-44607	280.00
WESTERN UNITED ELECTRIC	6099529	11/09/2023	VENTILATOR CAP 2" 1 HOLE F...	503-3702-44607	327.86
WESTERN UNITED ELECTRIC	6099529	11/09/2023	4 SD BARE CU SOLID 200'	503-3702-44607	950.00
BAKER UTILITY SUPPLY CORP.	INV315983	11/09/2023	STEEL COUPLING 2"	503-3702-44607	151.00
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	503-3702-41226	432.06
IRON MAN CONSTRUCTION	11152023	11/16/2023	PEDESTRAL REPAIR	503-3702-47415	43.22
AMAZON CAPITAL SERVICES, I...	16VQ-CJ46-LRFP, 1CXV-RC9T-...	11/16/2023	UNIFORM FUENTES	503-3702-42620	234.93
TESTON'S FREEWAY CHEVRON	5494	11/16/2023	GAS/DIESEL FUEL PURCHASES-...	503-3702-43316	1,493.67
SIERRA AUTO/CARQUEST	6016-318606	11/16/2023	BOLTS GR8 1/2-13X2	503-3702-44607	69.50
SIERRA AUTO/CARQUEST	6016-318606	11/16/2023	LOCKNUT 1/2-13	503-3702-44607	39.50
SIERRA AUTO/CARQUEST	6016-318606	11/16/2023	FLAT WASHER 1/2	503-3702-44607	20.00
VERIZON WIRELESS	9948381966	11/16/2023	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	52.45
WESTERN AREA POWER ADM...	JJPB1798A1023	11/16/2023	BASE DEMAND & BASE ENER...	503-3702-50795	45,682.80
Fund 503 - Electric Total:					262,459.95

Fund: 504 - Water

INTERNAL SERVICE FUND	07/01/2023-07/31/2023	11/02/2023	JULY 2023	504-3803-47420	124.41
INTERNAL SERVICE FUND	08/01/2023-08/31/2023	11/02/2023	AUGUST 2023	504-3803-47420	148.70
INTERNAL SERVICE FUND	09/01/2023-09/31/2023	11/02/2023	SEPTEMBER 2023	504-3803-47420	74.93
INTERNAL SERVICE FUND	10/01/2023-10/31/2023	11/02/2023	OCTOBER 2023	504-3803-47420	52.50
MIKE TORRES DBA CD TECHN...	1014	11/02/2023	IT SERVICE WATER DEPT OPEN...	504-3803-48598	425.00
SILVERSKY, INC.	491254-SI	11/02/2023	OPEN PO FY23/24 WATER DE...	504-3803-43815	72.36
SMITHCO CONSTRUCTION INC.	559-23-005	11/02/2023	SYSTEM-WIDE REPAIRS FOR L...	504-3803-47421	26,151.53
STEVE BELL CONSTRUCTION	C18462	11/02/2023	15 BASE COURSE FOR ELECTRI...	504-3803-44607	180.00
STEVE BELL CONSTRUCTION	C18462	11/02/2023	15 YARDS OF BEDDING FOR EL...	504-3803-44607	142.50
STEVE BELL CONSTRUCTION	C18462	11/02/2023	30 YARDS BASE COURSE FOR ...	504-3803-44607	360.00
STEVE BELL CONSTRUCTION	C18462	11/02/2023	30 YARDS BEDDING FOR PLANT	504-3803-44607	285.00
STEVE BELL CONSTRUCTION	C18476	11/02/2023	TAX	504-3803-47415	1,423.75
STEVE BELL CONSTRUCTION	C18476	11/02/2023	WATERLINE REPAIR	504-3803-47415	17,000.00
STEVE BELL CONSTRUCTION	C18479	11/02/2023	EMERGENCY CALL OUT	504-3803-47415	1,250.00
STEVE BELL CONSTRUCTION	C18479	11/02/2023	TAX	504-3803-47415	104.69
CITY UTILITIES	C-D OCTOBER 2023	11/02/2023	WATER DEPT CYCLE C&D OP...	504-3803-43780	9,343.28
KING'S LOCKSMITH	FSB011	11/02/2023	KW KEY	504-3803-44607	7.50
KING'S LOCKSMITH	FSB011	11/02/2023	BEST KEY	504-3803-44607	16.10
BAKER UTILITY SUPPLY CORP.	INV313096, INV313167, INV3...	11/02/2023	WRAP CLAMP 0.88 X 3" (3/4" ...	504-3803-44607	568.20
BAKER UTILITY SUPPLY CORP.	INV313096, INV313167, INV3...	11/02/2023	WRAP CLAMP 1.32 X 3 (1" STE...	504-3803-44607	686.70
BAKER UTILITY SUPPLY CORP.	INV313096, INV313167, INV3...	11/02/2023	WRAP CLAMP 0.88 X 6" (3/4" ...	504-3803-44607	1,171.20
BAKER UTILITY SUPPLY CORP.	INV313096, INV313167, INV3...	11/02/2023	WRAP CLAMP 1.32" X 6" (1" S...	504-3803-44607	1,337.50
BAKER UTILITY SUPPLY CORP.	INV316325	11/02/2023	C900 PVC PIPE 4 IN	504-3803-44607	2,740.00
FERGUSON US HOLDINGS, INC.	0514360	11/09/2023	6 DI MJ OL GATE VLV C515	504-3803-44607	1,851.32
FERGUSON US HOLDINGS, INC.	0517444, 0517088	11/09/2023	MJ C153 TEE L/A	504-3803-44607	207.60
FERGUSON US HOLDINGS, INC.	0517444, 0517088	11/09/2023	PVC WDG REST GLND PK ONE ...	504-3803-44607	410.76
FERGUSON US HOLDINGS, INC.	0517444, 0517088	11/09/2023	DI 2BLT MACRO COUP 4.40-5...	504-3803-44607	973.50
FERGUSON US HOLDINGS, INC.	0517444, 0517088	11/09/2023	PARTS CHANGE (REPLACE 4IN ...	504-3803-44607	2,163.84
FERGUSON US HOLDINGS, INC.	0517444, 0517088	11/09/2023	HYMAX 2 REP COUP 4.25-5.63	504-3803-44607	250.85
TAXATION AND REVENUE	10312023	11/09/2023	WATER CONSERVATION FEE FY...	504-3803-43797	1,671.49
AMAZON CAPITAL SERVICES, I...	164V-LLKM-CDNK	11/09/2023	POWER STRIP	504-3803-44606	15.99
AMAZON CAPITAL SERVICES, I...	164V-LLKM-CDNK	11/09/2023	12 PHRASE STAMP	504-3803-44606	6.49
AMAZON CAPITAL SERVICES, I...	164V-LLKM-CDNK	11/09/2023	PLANNER	504-3803-44606	4.39
AMAZON CAPITAL SERVICES, I...	164V-LLKM-CDNK	11/09/2023	WALL CHARGERS	504-3803-44606	11.99
AMAZON CAPITAL SERVICES, I...	164V-LLKM-CDNK	11/09/2023	BOSTITCH 60 SHEET STAPLER	504-3803-44606	12.49
AMAZON CAPITAL SERVICES, I...	16GT-Q4GY-CKNT	11/09/2023	ALPHABET DIVIDERS	504-3803-44606	17.79
AMAZON CAPITAL SERVICES, I...	16GT-Q4GY-CKNT	11/09/2023	DISPLAY TO USB CORD FOR C...	504-3803-44606	9.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY, INC.	78942	11/09/2023	OPEN PO FIELD SUPPLIES	504-3803-44607	145.01
STEVE BELL CONSTRUCTION	C18477, C18478, C18480	11/09/2023	OPEN PO	504-3803-47415	6,448.31
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	504-3803-41226	367.57
BORDER INTERNATIONAL TRU...	R400029087.01	11/09/2023	DIAGNOSTIC ON VAC TRUCK	504-3803-47420	369.60
FERGUSON US HOLDINGS, INC.	0509097-3	11/16/2023	LF 1 3H PEP COMP X COMP	504-3803-44607	6,207.75
FERGUSON US HOLDINGS, INC.	0511234-1	11/16/2023	1 INCH ULTRA-TITE GRIP RNG ...	504-3803-44607	29.76
FERGUSON US HOLDINGS, INC.	0511234-1	11/16/2023	3/4 CTS EPDM ORING ULTRA-T...	504-3803-44607	43.08
FERGUSON US HOLDINGS, INC.	0511234-1	11/16/2023	1 CTS EPDM ORING ULTRA-TITE	504-3803-44607	57.72
FERGUSON US HOLDINGS, INC.	0511234-1	11/16/2023	3/4 ULTRA-TITE GRIP RNG RED	504-3803-44607	26.64
FERGUSON US HOLDINGS, INC.	0518157	11/16/2023	4 SIGMA BELL REST F/C900*P...	504-3803-44607	149.55
TESTON'S FREEWAY CHEVRON	49404, 49420, 49433, 49430, ...	11/16/2023	OPEN PO FOR DIESEL/UNLEA...	504-3803-43316	2,311.08
SIERRA AUTO/CARQUEST	6016-318431	11/16/2023	OPEN PO AUTO REPAIRS	504-3803-47420	154.44
SIERRA AUTO/CARQUEST	6016-318560	11/16/2023	BATTERY	504-3803-47420	174.99
DPC INDUSTRIES, INC.	DE74000691-23	11/16/2023	CHLORINE USAGE FOR THE YE...	504-3803-44607	100.00
SIERRA AUTO/CARQUEST	ID-318558	11/16/2023	AIR SWITCH PRESSURE	504-3803-47420	45.97
SIERRA AUTO/CARQUEST	ID-318558	11/16/2023	STREET ELBOW	504-3803-47420	1.87
BOOT BARN	INV00313729, INV00313730	11/16/2023	JEAN/PANTS	504-3803-42620	300.00
BOOT BARN	INV00313731, INV003728	11/16/2023	BOOTS	504-3803-42620	200.00
FERGUSON US HOLDINGS, INC.	SC20332	11/16/2023	FIELD SUPPLIES - WATER	504-3803-44607	59.87
MRSF LLC	SPMR3839	11/16/2023	SMPR SMARTPHONE DATA H...	504-3803-43815	350.90
MRSF LLC	SPMR3839	11/16/2023	SPMR SMART PHONE LICENSE...	504-3803-43815	1,560.90
Fund 504 - Water Total:					90,379.35

Fund: 505 - Solid Waste

INTERNAL SERVICE FUND	07/01/2023-07/31/2023	11/02/2023	JULY 2023	505-3904-47420	341.91
INTERNAL SERVICE FUND	08/01/2023-08/31/2023	11/02/2023	AUGUST 2023	505-3904-47420	315.76
INTERNAL SERVICE FUND	09/01/2023-09/31/2023	11/02/2023	SEPTEMBER 2023	505-3904-47420	539.97
INTERNAL SERVICE FUND	10/01/2023-10/31/2023	11/02/2023	OCTOBER 2023	505-3904-47420	180.00
MIKE TORRES DBA CD TECHN...	1014	11/02/2023	IT SERVICE SANITATION DEPT ...	505-3904-48598	425.00
NEW MEXICO GAS COMPANY, ..	10262023	11/02/2023	RECYCLE CENTER OPEN PO FY...	505-3904-43780	29.32
PARADIGM SOFTWARE, LLC	14904	11/02/2023	TCNM-ESCROW AGREEMENT	505-3904-43815	400.00
WASTEQUIP MANUFACTURIN...	20INV000462295	11/02/2023	MODEL 79296-TOTER 96 GAL...	505-3904-44613	7,453.20
JESSICA MULLER DBA FREED...	3273306	11/02/2023	CHIP REPAIR	505-3904-47420	40.00
JESSICA MULLER DBA FREED...	3273306	11/02/2023	WINDOW TINT ON #5115	505-3904-47420	450.00
JESSICA MULLER DBA FREED...	3273306	11/02/2023	GEO CERAMIC TINT BY SQ FT	505-3904-47420	679.04
JESSICA MULLER DBA FREED...	3273306	11/02/2023	WINDOW TINT #52618, #527...	505-3904-47420	1,200.00
SILVERSKY, INC.	491254-SI	11/02/2023	OPEN PO FY23/24 SOLID WAS...	505-3904-43815	72.37
CITY OF LAS CRUCES	97857	11/02/2023	SCSWA WASTE DISPOSAL	505-3904-45601	50,360.88
CITY UTILITIES	C-D OCTOBER 2023	11/02/2023	SANITATION DEPT CYCLE C&D...	505-3904-43780	636.20
SUN VALLEY, INC.	172009/6	11/09/2023	GT GDN HOE	505-3904-44607	21.49
SUN VALLEY, INC.	172009/6	11/09/2023	DISCOUNT	505-3904-44607	-1.07
WEX BANK	92992131	11/09/2023	WEX- DIESEL & GASOLINE	505-3904-43316	4,690.86
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	505-3904-41226	582.36
BORDER INTERNATIONAL TRU...	X400100791.01	11/09/2023	MUDFLAP, 1/4 X24X30PLN	505-3904-44607	174.75
PARKHILL SMITH & COOPER	04078823.00-7	11/16/2023	MONITORING WELL REPLACE...	505-3904-48599	10,062.69
SIERRA COUNTY SENTINEL	1511	11/16/2023	RECYLING CAMPAIGN FOR NE...	505-3904-43740	162.56
RED WING SHOES OF LAS CRU...	5652	11/16/2023	SAFETY BOOTS- FRANK AGUIR...	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	5652	11/16/2023	SAFETY BOOTS- MATTHEW G...	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	5652	11/16/2023	SAFETY BOOTS -WILLIAM MIC...	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	5652	11/16/2023	SAFETY BOOTS- JOSEPH SORG	505-3904-44615	185.00
RED WING SHOES OF LAS CRU...	5652	11/16/2023	SAFETY BOOTS- WESLEY MYE...	505-3904-44615	200.00
RED WING SHOES OF LAS CRU...	5652	11/16/2023	SAFETY BOOTS- JOSEPH DALEY	505-3904-44615	175.00
SIERRA AUTO/CARQUEST	6016-318141	11/16/2023	XBO POWER LOCK COUPLER	505-3904-44607	49.99
SIERRA AUTO/CARQUEST	6016-318397	11/16/2023	SYDR FITTING	505-3904-44607	19.88
SIERRA AUTO/CARQUEST	6016-318397	11/16/2023	XBO CRIMPS	505-3904-44607	16.00
SIERRA AUTO/CARQUEST	6016-318397	11/16/2023	8G- 8FORX (CONNECTOR/FITT...	505-3904-44607	16.36
SIERRA AUTO/CARQUEST	6016-318397	11/16/2023	HYDRAULIC HOSE-BULK	505-3904-44607	43.92
SIERRA AUTO/CARQUEST	6016-318557	11/16/2023	8G-10FJX	505-3904-47420	16.14
SIERRA AUTO/CARQUEST	6016-318557	11/16/2023	HYDRA HOSE BULK	505-3904-47420	20.40
SIERRA AUTO/CARQUEST	6016-318557	11/16/2023	8G-8FJX90M	505-3904-47420	30.64
SIERRA AUTO/CARQUEST	6016-318557	11/16/2023	XBO CRIMPS	505-3904-47420	16.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	6016-318741	11/16/2023	ACRY ENML- BLK SPRAY PAINT	505-3904-47420	167.52
SIERRA AUTO/CARQUEST	6016-318744	11/16/2023	WINDOW KIT	505-3904-44607	11.37
SIERRA AUTO/CARQUEST	6016-319074	11/16/2023	BATTERY -GOLD 3 YEARS	505-3904-47420	174.99
Fund 505 - Solid Waste Total:					80,560.50

Fund: 506 - WWTP

INTERNAL SERVICE FUND	08/01/2023-08/31/2023	11/02/2023	AUGUST 2023	506-4005-47420	42.43
INTERNAL SERVICE FUND	09/01/2023-09/31/2023	11/02/2023	SEPTEMBER 2023	506-4005-47420	118.83
INTERNAL SERVICE FUND	10/01/2023-10/31/2023	11/02/2023	OCTOBER 2023	506-4005-47420	40.26
MIKE TORRES DBA CD TECHN...	1014	11/02/2023	IT SERVICE WASTE WATER OP...	506-4005-48598	425.00
NEW MEXICO GAS COMPANY, ..	10262023	11/02/2023	VACUUM STATION OPEN PO F...	506-4005-43780	31.47
SILVERSKY, INC.	491254-SI	11/02/2023	OPEN PO FY23/24 WASTE WA...	506-4005-43815	72.37
STEVE BELL CONSTRUCTION	C18470	11/02/2023	BACKFLOW INSTALATION 1713..	506-4005-48599	2,709.38
CITY UTILITIES	C-D OCTOBER 2023	11/02/2023	WASTE WATER DEPT CYCLE C...	506-4005-43780	7,986.87
KING'S LOCKSMITH	FSB011	11/02/2023	KW KEY	506-4005-44607	7.50
KING'S LOCKSMITH	FSB011	11/02/2023	BEST KEY	506-4005-44607	16.10
VILLAGE OF WILLIAMSBURG	10312023	11/09/2023	SEWER RECEIPTS FY 23/24 OP...	506-4005-48798	4,170.17
AMAZON CAPITAL SERVICES, I...	164V-LKLM-CDNK	11/09/2023	PLANNER	506-4005-44606	4.40
AMAZON CAPITAL SERVICES, I...	164V-LKLM-CDNK	11/09/2023	12 PHRASE STAMP	506-4005-44606	6.50
AMAZON CAPITAL SERVICES, I...	164V-LKLM-CDNK	11/09/2023	WALL CHARGERS	506-4005-44606	11.99
AMAZON CAPITAL SERVICES, I...	164V-LKLM-CDNK	11/09/2023	BOSTITCH 60 SHEET STAPLER	506-4005-44606	12.50
AMAZON CAPITAL SERVICES, I...	164V-LKLM-CDNK	11/09/2023	POWER STRIP	506-4005-44606	15.98
AMAZON CAPITAL SERVICES, I...	16GT-Q4GY-CKNT	11/09/2023	KEY RACK AND TAGS	506-4005-44606	13.76
HALL ENVIRONMENTAL ANAL...	2309699, 171911, 172006, 17...	11/09/2023	SM 4500 NORG C TKN	506-4005-48598	875.00
HALL ENVIRONMENTAL ANAL...	2309699, 171911, 172006, 17...	11/09/2023	625.1 SVOCs	506-4005-48598	225.00
HALL ENVIRONMENTAL ANAL...	2309699, 171911, 172006, 17...	11/09/2023	TAX ON LABOR 7.875%	506-4005-48598	94.55
HALL ENVIRONMENTAL ANAL...	2309699, 171911, 172006, 17...	11/09/2023	EPA METHOD 16648	506-4005-48598	95.00
HALL ENVIRONMENTAL ANAL...	2309699, 171911, 172006, 17...	11/09/2023	EPA METHOD 365.1 TOTAL P...	506-4005-48598	45.00
FOXWORTH-GALBRAITH	2333114	11/09/2023	1X12X8	506-4005-44607	53.08
SUN VALLEY, INC.	78942	11/09/2023	OPEN PO FIELD SUPPLIES	506-4005-44607	145.01
USA BLUEBOOK	INV00183935	11/09/2023	FREIGHT	506-4005-44605	136.14
USA BLUEBOOK	INV00183935	11/09/2023	DIPPER 6' L 32OZ CUP	506-4005-44605	257.90
USA BLUEBOOK	INV00183935	11/09/2023	ISCO PRINTER RIBBON SF-03B	506-4005-44605	67.90
USA BLUEBOOK	INV00183935	11/09/2023	ISCO STRIP CHART 60-2313-019	506-4005-44605	230.65
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	506-4005-41226	189.65
AMAZON CAPITAL SERVICES, I...	1H7D-H37K-QRH9	11/16/2023	FLOOR MATS FOR CHEVY TRA...	506-4005-47420	121.75
AMAZON CAPITAL SERVICES, I...	1H7D-H37K-QRH9	11/16/2023	SEAT COVERS FPR 2019-F-150	506-4005-47420	99.99
IDEXX DISTRIBUTION, INC	3139837411, 3139837410	11/16/2023	WQC-TCEC IDEXX-QC_COLIFO...	506-4005-44605	313.00
IDEXX DISTRIBUTION, INC	3139837411, 3139837410	11/16/2023	FREIGHT	506-4005-44605	41.28
IDEXX DISTRIBUTION, INC	3139837411, 3139837410	11/16/2023	WV 120SBST-20, VESSELS W/S...	506-4005-44605	60.00
IDEXX DISTRIBUTION, INC	3139837411, 3139837410	11/16/2023	WP0201 GAMMA IRRAD COLL...	506-4005-44605	442.00
TESTON'S FREEWAY CHEVRON	49393, 49397, 49426, 49435, ...	11/16/2023	OPEN PO FOR DIESEL/UNLEA...	506-4005-43316	1,520.26
B & H OIL CO.	55622, 55623, 55616	11/16/2023	OPEN PO FOR DIESEL,OIL AND...	506-4005-43316	225.27
STEVE BELL CONSTRUCTION	C18485	11/16/2023	TAX	506-4005-47415	209.38
STEVE BELL CONSTRUCTION	C18485	11/16/2023	SEWER TAP, BACKHOE AND L...	506-4005-47415	2,500.00
BOOT BARN	INV00313729, INV00313730	11/16/2023	JEANS/PANTS	506-4005-42620	296.03
BOOT BARN	INV00313731, INV003728	11/16/2023	BOOTS	506-4005-42620	161.99

Fund 506 - WWTP Total: 24,091.34

Fund: 508 - Golf Course

COUFAL-PRATER EQUIPMENT ...	12910805	11/02/2023	IDLER PULLEY AND HARDWAR...	508-4303-44607	98.86
COUFAL-PRATER EQUIPMENT ...	12958008	11/02/2023	V-BELT DECK MOWER GOLF ...	508-4303-44607	148.29
AMAZON CAPITAL SERVICES, I...	1CCX-K6KT-NVXF	11/02/2023	WRANGLER RIGGS WORKWE...	508-4303-42620	307.23
AMAZON CAPITAL SERVICES, I...	1CCX-K6KT-NVXF	11/02/2023	WORK BOOTS	508-4303-42620	147.40
AMAZON CAPITAL SERVICES, I...	1CCX-K6KT-NVXF	11/02/2023	WANGLER WORKWEAR LONG ...	508-4303-42620	119.97
AMAZON CAPITAL SERVICES, I...	1CCX-K6KT-NVXF	11/02/2023	SHIPPING	508-4303-42620	18.13
MPG SERVICES, LLC	33246, 33289	11/02/2023	4" MOODY COUPLING PVC GO...	508-4303-44607	38.52
MPG SERVICES, LLC	33246, 33289	11/02/2023	COUPLING/PVC PIPE	508-4303-44607	97.62
ADMIRAL BEVERAGE CORPOR...	3499224423	11/02/2023	ADMIRAL BEV BEER MILLER LI...	508-4303-44607	60.10
SUN VALLEY, INC.	171667/6, 171729/6, 171762/...	11/09/2023	OPEN PO SUN VALLEY FOR OC...	508-4303-44607	428.19
OPEN ARMS PREGNANCY CEN...	N/A	11/09/2023	RAISED FOR OPEN ARMS PRE...	508-4303-37316	1,569.82
NM RETIREE HEALTH CARE	PPE 2023-11-03	11/09/2023	PPE 2023-11-03	508-4303-41226	64.34

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADMIRAL BEVERAGE CORPOR...	3499226497	11/16/2023	ADMIRAL BEV BEER ORDER 9 ...	508-4303-44607	53.90
SIERRA AUTO/CARQUEST	6016-318095, 6016-318340, 6...	11/16/2023	OPEN PO SIERRA AUTO FOR ...	508-4303-44607	507.80
Fund 508 - Golf Course Total:					3,660.17
Fund: 509 - Muni Airport					
INTERNAL SERVICE FUND	08/01/2023-08/31/2023	11/02/2023	AUGUST 2023	509-4403-47420	32.50
PINNACLE PROPANE	E017274	11/02/2023	OPEN PO FY 22/23 FOR AIRP...	509-4403-43780	28.50
SIERRA ELECTRIC CO-OP, INC.	2154-11/2/2023	11/09/2023	OPEN PO FOR UTILITIES AT AI...	509-4403-43780	882.03
CHAD ROSACKER DBA TECH 45..	1004	11/16/2023	MONTHLY MANAGMENT FEES...	509-4403-48598	16,763.50
WINDSTREAM CORPORATION	11152023	11/16/2023	AIRPORT OPEN PO FY23/24	509-4403-43775	406.03
Fund 509 - Muni Airport Total:					18,112.56
Fund: 600 - Internal Serv					
DESERT GRAPHICS INC.	6743	11/09/2023	CITY DECALS	600-7003-44607	776.00
WEX BANK	92992131-F	11/09/2023	GAS & OIL FY 2023-2024	600-7003-43316	373.05
BORDER INTERNATIONAL TRU...	X400098873.01	11/09/2023	FILTER OIL- CELLULOSE	600-7003-44607	149.76
BORDER INTERNATIONAL TRU...	X400098873.01	11/09/2023	AIR FILTER	600-7003-44607	23.23
BORDER INTERNATIONAL TRU...	X400099950.01	11/09/2023	TRAC HYD FLUID	600-7003-43316	1,455.26
Fund 600 - Internal Serv Total:					2,777.30
Grand Total:					704,155.49

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	113,891.89
201 - Corrections	2,356.00
209 - Fire	1,321.12
211 - Law Enforce Prot	2,363.54
214 - Lodgers Tax	466.67
216 - Muni Street	27,439.53
295 - Muni Pool	835.32
296 - PD GRT	1,449.87
298 - PD Donations	2,975.00
303 - Vet Wall	198.31
304 - Senior Grants	7,881.25
370 - WATER TRUST BOARD PROJECTS	29,907.00
403 - Pledge State	30,470.78
502 - Util Office - Pool	558.04
503 - Electric	262,459.95
504 - Water	90,379.35
505 - Solid Waste	80,560.50
506 - WWTP	24,091.34
508 - Golf Course	3,660.17
509 - Muni Airport	18,112.56
600 - Internal Serv	2,777.30
Grand Total:	704,155.49

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	9,562.89
101-1000-43598	PROFESSIONAL SERV-G...	3,238.13
101-1001-41226	RETIREE INSURANCE	120.34
101-1001-43740	PRINTING/PUBLISHING	338.82
101-1001-43770	SUBSCRIPTION & DUES	310.00
101-1002-41226	RETIREE INSURANCE	43.87
101-1002-43770	SUBSCRIPTION & DUES	60.00
101-1002-44606	OFFICE SUPPLIES	898.03
101-1003-41226	RETIREE INSURANCE	155.71
101-1003-43775	TELEPHONE	95.36
101-1003-44606	OFFICE SUPPLIES	21.59
101-1004-41226	RETIREE INSURANCE	339.84
101-1004-43465	RENT OF EQUIPMENT	1,274.77
101-1004-43740	PRINTING/PUBLISHING	350.54
101-1004-48599	OTHER CONTRACTUAL S...	1,818.99
101-1006-41226	RETIREE INSURANCE	123.12
101-1006-42620	UNIFORMS LINEN-CODE ...	269.88
101-1006-43770	SUBSCRIPTION & DUES	150.00
101-1006-44606	OFFICE SUPPLIES	249.78
101-1006-44607	FIELD SUPPLIES	6.99
101-1006-47420	MAINTENANCE VEH/EQU..	84.90
101-1006-48598	PROFESSIONAL SERVICES	1,765.44
101-1007-41226	RETIREE INSURANCE	1,081.96
101-1007-43316	GAS & OIL	7,319.87
101-1007-43775	TELEPHONE	254.44
101-1007-43815	SOFTWARE	125.00
101-1007-44606	OFFICE SUPPLIES	154.92
101-1007-47420	MAINTENANCE VEHICLE...	1,416.81
101-1007-48598	PROFESSIONAL SERVICES	3,169.97
101-1008-41226	RETIREE INSURANCE	114.67
101-1008-42620	UNIFORMS LINEN-CODE ...	385.22
101-1008-43316	GAS & OIL	731.42

Account Summary

Account Number	Account Name	Payment Amount
101-1008-43775	TELEPHONE	123.42
101-1008-44607	FIELD SUPP-CODE ENF/...	51.55
101-1008-47420	MAINTENANCE VEH/EQU..	60.75
101-1009-41226	RETIREE INSURANCE	67.94
101-1009-42720	EMPLOYEE TRAINING-M...	20.11
101-1009-43316	GAS & OIL	335.82
101-1009-43465	RENT OF EQUIPMENT	1,000.00
101-1009-44607	FIELD SUPPLIES-MUNI R...	1,644.16
101-1009-47415	MAINTENANCE--REPAIRS..	900.00
101-1009-47420	MAINTENANCE VEHICLE...	4,634.44
101-1009-80810	OTHER CAPITAL EQUIPM...	22,567.50
101-1009-80845	CAPITAL IMPROVEMENT...	19,105.78
101-1010-41226	RETIREE INSURANCE	98.69
101-1010-44606	OFFICE SUPPLIES	51.10
101-1011-41226	RETIREE INSURANCE	263.98
101-1011-44606	OFFICE SUPPLIES	92.12
101-1012-41226	RETIREE INSURANCE	123.63
101-1012-44607	FIELD SUPPLIES-FLEET M...	980.23
101-1013-41226	RETIREE INSURANCE	77.30
101-1013-42720	EMPLOYEE TRAINING	40.10
101-1013-43316	GAS & OIL	276.07
101-1014-41226	RETIREE INSURANCE	210.43
101-1014-43316	GAS & OIL	834.87
101-1014-43403	REGULAR BUILDING MA...	2,993.50
101-1014-44607	FIELD SUPPLIES-FACILITY...	3,365.11
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1014-47420	MAINTENANCE-VEHICLE...	582.92
101-1016-41226	RETIREE INSURANCE	208.87
101-1016-44830	CITY BOOK PURCHASING...	2,131.20
101-1018-43780	UTILITIES	7,588.11
101-1018-43815	SOFTWARE LIC/SOFTWA...	940.78
101-1018-46732	GENERAL LIABILITY INSU...	284.32
101-1018-48598	PROFESSIONAL SERVICES	5,525.00
101-1099-34343	ANIMAL POUND FEES	25.00
101-1099-34348	RENT OF PUBLIC FACILIT...	600.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	46.00
201-1903-48710	CARE OF PRISONERS-CO...	2,310.00
209-1603-43316	GAS & OIL	125.97
209-1603-43775	TELEPHONE	125.39
209-1603-43780	UTILITIES	278.62
209-1603-47415	MAINTENANCE--REPAIRS..	791.14
211-2003-42535	EMPLOYEE TRAINING	425.00
211-2003-44573	UNIFORM & EQUIPMENT	386.14
211-2003-44613	NON-CAPITAL ITEMS	323.48
211-2003-47420	MAINTENANCE-VEHICLE...	1,228.92
214-2540-60725	GRANTS TO SUB-RECIPI...	466.67
216-4503-42620	UNIFORM LINEN-MUNI ...	581.00
216-4503-42720	EMPLOYEE TRAINING-M...	4,000.00
216-4503-43316	GAS & OIL	2,891.25
216-4503-43550	ROADWAY MAINTENAN...	567.06
216-4503-44607	FIELD SUPPLIES-STREETS	425.51
216-4503-44615	SAFETY EQUIPMENT	200.00
216-4503-47420	MAINT.VEHICLE/FURN/...	2,741.12
216-7023-43550	ROADWAY MAINTENAN...	16,033.59
295-4803-41226	RETIREE INSURANCE	40.10
295-4803-43780	UTILITIES-MUNI POOL	795.22
296-2403-44615	SAFETY EQUIPMENT	376.60
296-2403-44616	TRAINING SUPPLIES	73.27

Account Summary

Account Number	Account Name	Payment Amount
296-2403-48598	PROFESSIONAL SERVICES	1,000.00
298-2103-37394	PD DONATIONS	2,975.00
303-4703-43775	TELEPHONE	198.31
304-4903-47415	MAINTENANCE-REPAIRS...	7,881.25
370-7019-80847	ROADWAYS AND BRIDG...	29,907.00
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.71
403-1203-12952	PPRF-5652 ELECTRIC TR...	8,612.15
403-1203-12967	PPRF-4967 OPERATING	7,150.59
403-1203-90910	DEBT SERVICE INTEREST	6,418.75
502-3601-41226	RETIREE INSURANCE	193.47
502-3601-43780	UTILITIES	364.57
503-3702-41226	RETIREE INSURANCE	432.06
503-3702-42620	UNIFORM/LINEN-ELECTR..	234.93
503-3702-43316	GAS & OIL	1,493.67
503-3702-43775	TELEPHONE	52.45
503-3702-43780	UTILITIES	5,531.50
503-3702-43815	SOFTWARE LIC/SOFTWA...	72.37
503-3702-44607	FIELD SUPPLIES	2,283.84
503-3702-47415	MAINTENANCE--REPAIRS..	43.22
503-3702-48598	PROFESSIONAL SERVICES	1,065.00
503-3702-50795	WHOLESALE POWER CO...	251,250.91
504-3803-41226	RETIREE INSURANCE	367.57
504-3803-42620	UNIFORM/LINEN-WATER..	500.00
504-3803-43316	GAS & OIL	2,311.08
504-3803-43780	UTILITIES	9,343.28
504-3803-43797	WATER CONSERVATION...	1,671.49
504-3803-43815	SOFTWARE LIC/SOFTWA...	1,984.16
504-3803-44606	OFFICE SUPPLIES	79.13
504-3803-44607	FIELD SUPPLIES-WATER ...	20,171.95
504-3803-47415	MAINTENANCE--REPAIRS..	26,226.75
504-3803-47420	MAINTENANCE-VEHICLE...	1,147.41
504-3803-47421	MAINTENANCE EQUIPM...	26,151.53
504-3803-48598	PROFESSIONAL SERVICES	425.00
505-3904-41226	RETIREE INSURANCE	582.36
505-3904-43316	GAS & OIL	4,690.86
505-3904-43740	PRINTING/PUBLISHING	162.56
505-3904-43780	UTILITIES	665.52
505-3904-43815	SOFTWARE LIC/SOFTWA...	472.37
505-3904-44607	FIELD SUPPLIES-SOLID ...	352.69
505-3904-44613	NON-CAPITAL ITEMS	7,453.20
505-3904-44615	SAFETY EQUIPMENT	1,160.00
505-3904-45601	WASTE DISPOSAL	50,360.88
505-3904-47420	MAINTENANCE-VEHICLE...	4,172.37
505-3904-48598	PROFESSIONAL SERVICES	425.00
505-3904-48599	OTHER CONTRACTUAL S...	10,062.69
506-4005-41226	RETIREE INSURANCE	189.65
506-4005-42620	UNIFORM/LINEN-WAST...	458.02
506-4005-43316	GAS & OIL	1,745.53
506-4005-43780	UTILITIES	8,018.34
506-4005-43815	SOFTWARE LIC/SOFTWA...	72.37
506-4005-44605	CHEMICALS/LABORATO...	1,548.87
506-4005-44606	OFFICE SUPPLIES	65.13
506-4005-44607	FIELD SUPPLIES-WASTE...	221.69
506-4005-47415	MAINTENANCE--REPAIRS..	2,709.38
506-4005-47420	MAINTENANCE-VEHICLE...	423.26
506-4005-48598	PROFESSIONAL SERVICES	1,759.55
506-4005-48599	OTHER CONTRACTUAL S...	2,709.38

Account Summary

Account Number	Account Name	Payment Amount
506-4005-48798	VILLAGE OF WILLIAMSB...	4,170.17
508-4303-37316	MISC INCOME-GOLF CO...	1,569.82
508-4303-41226	RETIREE INSURANCE	64.34
508-4303-42620	UNIFORMS/LINEN	592.73
508-4303-44607	FIELD SUPPLIES	1,433.28
509-4403-43775	TELEPHONE	406.03
509-4403-43780	UTILITIES	910.53
509-4403-47420	MAINTENANCE VEH/EQU..	32.50
509-4403-48598	PROFESSIONAL SERVICES	16,763.50
600-7003-43316	GAS & OIL	1,828.31
600-7003-44607	FIELD SUPPLIES	948.99
Grand Total:		704,155.49

Project Account Summary

Project Account Key	Payment Amount
None	704,155.49
Grand Total:	704,155.49



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: H.1

SUBJECT: Public Hearing and Final Adoption of Ordinance No. 758 Amending Section 14-30 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Access to Property

DEPARTMENT: City Manager's Office

DATE SUBMITTED: December 7, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Jay Rubin & Bo Easley

Summary/Background:

An ordinance amending section 14-30-Access to property; inspection; service installation.

Recommendation:

Public Hearing and Final Adoption.

Attachments:

- Ordinance 758
- -

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [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 12-13-23

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 758

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 14-30 OF THE CODE PERTAINING TO ACCESS TO PROPERTY; INSPECTION; SERVICE INSTALLATION

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

Section one. That the Code of Ordinances of the City of Truth or Consequences be amended as follows:

Sec. 14-30 - ACCESS TO PROPERTY; INSPECTION; SERVICE INSTALLATION.

- (a) *Property of the City; right to enter.* The meters and locks shall be, and remain the property of the City and shall be subject to the control of the City through its employees. Employees of the City shall have the right to enter any premises to access City owned meters and locks of the occupant to whom water and electricity is furnished, at reasonable times for the purpose of examining pipes, lines, and fixtures, and to determine proper installation of equipment for water and electric usage. Upon refusal of any occupant to grant such right, water or electric service may be discontinued, subject to the provisions of subsection (d) of this section.
- (b) *Meter access, installation and inspection.* All water and electric meters and meter accessories shall be accessible at all times and free of any obstructions, hazards, aggressive or dangerous animals or other dangers, as determined by the employees of the City. The meters and accessories shall be located at a place and in a position that the same may be readily accessible to the employees of the City for the purpose of inspection, reading, repair, and supervision by the City employees. If a City employee finds that a meter is inaccessible or that access to the meter appears hazardous for any reason, and the landowner or occupant is unavailable or refuses to take action within his or her power to make the meter safely accessible, the City employee shall promptly inform the employee's supervisor or the utilities department director so that the City may take appropriate action in accordance with this section.

Installation of electrical meters shall be done under the supervision of, and approved by the City Electric Department and shall be in compliance with all state and federal codes and regulations. Before such meter is installed, a disconnect main switch shall be installed outside of any building or structure up to, and including 200 ampere main capacity.

All new electrical meter installations shall be installed outside of the house, structure, or building and located on a stable wall or 25 foot pole, free from vibration and safe from physical damage. Meters shall not be installed on company owned poles or other company owned facilities.

- (c) *Meter relocation.* If at any time the City, through its utilities department director or the director's authorized representative, determines that any existing meter and/or meter accessories need to be moved to enable the City employees to properly inspect, read, or repair the meter and meter accessories and maintain the service at the place, the City shall be empowered to take the necessary corrective action. Corrective action may entail moving obstructions in the view of meter, making modifications to property, or relocating the meter. Moving the meter shall be done at the property owner's expense; provided, however, that the utilities department director may approve moving the meter at City expense if all three of the following conditions apply: (i) The meter is at a location originally approved, either explicitly or implicitly, by the City; (ii) there has been no change in the condition, configuration or use of the property rendering the meter less accessible than it was when originally installed; and (iii) the meter relocation is at the behest of and for the convenience of the City. Any person aggrieved by a City demand for meter relocation may appeal the City's decision as provided in subsection (e).
- (d) *Disconnection of service; limitations.* No service will be disconnected or discontinued without reasonable notice to the owner or resident responsible for payment and an opportunity to correct any violations. No service will be disconnected or discontinued if the City receives appropriate certification that a chronically or seriously ill person resides on the premises and does not have the financial resources to pay the charges of moving a meter. Any person aggrieved by a disconnect notice or discontinuance of service may appeal the action as provided in subsection (e).
- (e) *Appeal.* Any person disputing a disconnect notice or other action related to utility service, will be provided a reasonable opportunity to appeal within the department, then to the City Manager, and if dissatisfied with the City Manager's decision, to the City Commission in accordance with written procedures established by the Electric Department.

(Code 1962, § 3-3-5; Ord. No. 669, §§ 1, 2, 6-14-16)

Editor's note(s)—Ord. No. 669, § 2, adopted June 14, 2016, changed the title of § 14-30 from "Access to property, inspection" to read as herein set out.

Section two. Effective date. The provisions of this Amended Ordinance shall become effective _____.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this ____ day of _____ 2023.

AMANDA FORRISTER – Mayor

ATTEST:

ANGELA TORRES –City Clerk

Sec. 14-30. Access to property; inspection; service installation.

- (a) *Property of the City; right to enter.* The meters, ~~meter boxes~~ and locks shall be, and remain the property of the City and shall be subject to the control of the City through its employees. Employees of the City shall have the right to enter any premises to access City owned meters, ~~meter boxes~~, and locks of the occupant to whom water and electricity is furnished, at reasonable times for the purpose of examining pipes, lines, and fixtures, and to determine proper installation of equipment for water and electric usage. Upon refusal of any occupant to grant such right, water or electric service may be discontinued, subject to the provisions of subsection (d) of this section.
- (b) *Meter access, installation and inspection.* All water and electric meters and meter accessories shall be accessible at all times and free of any obstructions, hazards, aggressive or dangerous animals or other dangers, as determined by the employees of the City. The meters and accessories shall be located at a place and in a position that the same may be readily accessible to the employees of the City for the purpose of inspection, reading, repair, and supervision by the City employees. If a City employee finds that a meter is inaccessible or that access to the meter appears hazardous for any reason, and the landowner or occupant is unavailable or refuses to take action within his or her power to make the meter safely accessible, the City employee shall promptly inform the employee's supervisor or the utilities department director so that the City may take appropriate action in accordance with this section.

Installation of electrical meters shall be done under the supervision of, and approved by the City Electric Department and shall be in compliance with all state and federal codes and regulations. Before such meter is installed, a disconnect main switch shall be installed outside of any building or structure up to, and including 200 ampere main capacity.

All new electrical meter installations shall be installed outside of the house, structure, or building and located on a stable wall or 25 foot pole, free from vibration and safe from physical damage. Meters shall not be installed on company owned poles or other company owned facilities.

- (c) *Meter relocation.* If at any time the City, through its utilities department director or the director's authorized representative, determines that any existing meter and/or meter accessories need to be moved to enable the City employees to properly inspect, read, or repair the meter and meter accessories and maintain the service at the place, the City shall be empowered to take the necessary corrective action. Corrective action may entail moving obstructions in the view of meter, making modifications to property, or relocating the meter. Moving the meter shall be done at the property owner's expense; provided, however, that the utilities department director may approve moving the meter at City expense if all three of the following conditions apply: (i) The meter is at a location originally approved, either explicitly or implicitly, by the City; (ii) there has been no change in the condition, configuration or use of the property rendering the meter less accessible than it was when originally installed; and (iii) the meter relocation is at the behest of and for the convenience of the City. Any person aggrieved by a City demand for meter relocation may appeal the City's decision as provided in subsection (e).
- (d) *Disconnection of service; limitations.* No service will be disconnected or discontinued without reasonable notice to the owner or resident responsible for payment and an opportunity to correct any violations. No service will be disconnected or discontinued if the City receives appropriate certification that a chronically or seriously ill person resides on the premises and does not have the financial resources to pay the charges of moving a meter. Any person aggrieved by a disconnect notice or discontinuance of service may appeal the action as provided in subsection (e).
- (e) *Appeal.* Any person disputing a disconnect notice or other action related to utility service, will be provided a reasonable opportunity to appeal within the department, then to the City Manager, and if dissatisfied with the City Manager's decision, to the City Commission in accordance with written procedures established by the Electric Department.

(Code 1962, § 3-3-5; Ord. No. 669, §§ 1, 2, 6-14-16)

Editor's note(s)—Ord. No. 669, § 2, adopted June 14, 2016, changed the title of § 14-30 from "Access to property, inspection" to read as herein set out.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: H.2

SUBJECT: Public Hearing and Final Adoption of Ordinance No. 760 Amending Section 14-42 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Energy Cost Adjustment.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: December 7, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

An ordinance amending section 14-42 of the Code Pertaining to Energy Cost Adjustment.

Recommendation:

Public Hearing & Final Adoption

Attachments:

- Ordinance 760
- -

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): Yes

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 12-13-2023

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 760

**AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES
MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 14-42 OF THE
CODE PERTAINING TO ENERGY COST ADJUSTMENT**

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

Section one. That the Code of Ordinances of the City of Truth or Consequences be amended as follows:

Sec. 14-42 – ENERGY COST ADJUSTMENT.

At any time that there is an increase or decrease in production costs or in wholesale energy costs including but not limited to electricity which are used in the production of water and which are charged to the City, such wholesale cost adjustments shall be automatically passed on to the customer on a pro rata basis. The City Commission shall review the production costs annually during budget hearings and/or as needed, and shall set the amount of any increase or decrease in rates for the following year at that time.

(Code 1962, § 3-3-13.2)

Section two. Effective date. The provisions of this Amended Ordinance shall become effective _____.

**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF
TRUTH OR CONSEQUENCES this ____ day of _____ 2023.**

AMANDA FORRISTER – Mayor

ATTEST:

ANGELA TORRES –City Clerk

Sec. 14-42. ~~Automatic pass-through charge~~ Energy Cost Adjustment.

At any time that there is an increase or decrease in production costs or in wholesale energy costs including but not limited to electricity which are used in the production of water and which are charged to the City, such wholesale cost adjustments shall be automatically passed on to the customer on a pro rata basis. The City Commission shall review the production costs annually during budget hearings and shall set the amount of any increase or decrease in rates for the following year at that time.

(Code 1962, § 3-3-13.2)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: H.3

SUBJECT: Public Hearing and Final Adoption of Ordinance No. 761 Amending Section 14-45 of the City of Truth or Consequences Municipal Code of Ordinances Pertaining to Electrical Rates.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: December 7, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

An ordinance amending section 14-45 of the Code Pertaining to Electrical Rates.

Recommendation:

Public Hearing and Final Adoption of Ord. 761

Attachments:

- Ordinance 761
- Click here to enter text.

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): Yes

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 12-13-2023

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 761

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 14-45 OF THE CODE PERTAINING TO ELECTRICAL RATES

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

Section one. That the Code of Ordinances of the City of Truth or Consequences be amended as follows:

Sec. 14-45 – ELECTRICAL RATES.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AMI means Advanced Metering Infrastructure, referring to electric meters with communication modules.

Customer means any person, firm, association, or corporation, or any agency of the Federal, State or local government, being supplied with, and or responsible for payment for, electric services by the City.

Customer charge means a flat charge for providing the availability of service.

Demand means the average rate at which energy is delivered during any specified demand interval. Demand may be expressed in kilowatts, kilovolt-amperes or other suitable units. The demand interval, unless specified otherwise, will be 15 minutes.

Energy means electricity consumed, usually expressed in kilowatt hours.

Horsepower means the nameplate rating of motors or other apparatus. For conversion purposes, one horsepower shall be considered as equivalent to 746 watts or 0.746 kilowatts.

Kilowatt means a unit of power, equal to 1,000 watts or approximately 1.341 horsepower. (Abbreviated kW)

Kilowatt-hour means a unit of energy equal to 1,000 watts delivered for one hour. One kilowatt-hour is the energy delivered in one hour, when delivery is at a constant rate of one kilowatt. (Abbreviated kWh) For example, ten 100 watt light bulbs that are in continuous use for one hour, equals 1,000 watt hours or one kilowatt hour.

Line means a system of poles, ducts, wires, or fixtures used for the distribution of electricity.

Line extension means all facilities excluding transfer, service connector and meter required to extend electric service from the City's existing permanent facilities to the point of delivery to the customer.

Minimum charge means amount the customer is charged if no power is consumed.

Point of delivery means the location at which the City's electric facilities make contact with the customer's service equipment.

Power means the time rate of transferring electric energy, usually expressed in kilowatts.

Premises means all real property, buildings, and appurtenances occupied by an owner, lessee, or tenant as a dwelling or business, commercial or industrial enterprise upon an integral parcel of land undivided by a street, highway or other public thoroughfare.

RV Park means a facility, at least one acre in size, designed to accommodate overnight parking of recreational vehicles, campers, and travel trailers.

(b) *Small commercial service.*

- (1) *Applicability.* The small commercial rate is applicable for single-phase and three-phase service for commercial, business, professional, and small industrial loads. Customers with either an estimated consumption of 4,000 KWH or more per month or an estimated demand of 15 KW or more for any three months during a 12-month period will not be provided service under this schedule. All service shall be delivered at a single service location to be designated by the City. Service will be furnished in accordance with the City's rules and regulations and any subsequent revisions. These rules and regulations are available at the City's office. These rules and regulations are a part of this schedule as if fully written in this section.

- (2) *New rate per month or part thereof.*

Customer charge- The customer will be billed according to meter size as set by resolution. There shall be an annual increase equivalent to the CPI (Consumer Price Index) commencing on July 1, 2027.

- (3) *Opt-Out-* Customer may choose to opt-out of receiving an AMI meter but will be charged a monthly service fee of \$50.
- (4) *Type of service.* The type of service available under this schedule will be determined by the City and would normally be either:
 - a. 120/240 volt single-phase service and 240 volt three-phase service, or
 - b. 120/208 volt three-phase service, or
 - c. 277/480 volt three-phase service.
- (5) *Meter reading.* The meter reading will normally be, as far as practicable, at intervals of approximately 30 days.
- (6) *Limitation of rate.* Electric service under this schedule is not available for standby service and shall not be resold or shared with others. For those customers whose consumption meets or exceeds 4,000 KWH per month in any three months of a continuous 12-month period, or for any customer whose connected load meets or exceeds 15 KW, the city may require the billing of such customers' monthly consumption under Large Commercial Service.

(7) *Automatic rate increase.*

- a. *Automatic rate increases.* At any time that there is an increase in the wholesale rate for electricity which is charged to the City, such wholesale rate increases may be automatically passed on to the customer on a pro rata basis.
- b. *Energy Cost Adjustment.* At any time there is an increase in wholesale cost of gasoline, diesel fuel, or other energy charges necessarily used by the Electric Department in the operation and maintenance of the Electric Utility Department which are charged to the City, such wholesale cost increases shall be automatically passed through to the customer on a pro rata basis.

(c) *Large commercial.*

- (1) *Applicability.* The large commercial rate is applicable to all customers who use the City's standard service for general power, lighting, and/or water pumping services and contract for a monthly billing demand of not less than 15 KW to customers whose consumption has exceeded 4,000 KWH or 15 KW per month for three months in any 12-month continuous period. Service will be furnished in accordance with the City's rules and regulations and any subsequent revisions. These rules and regulations are available at the City's office. These rules and regulations are a part of this schedule as if fully written in this section.
- (2) *Energy charge-* There shall be an annual increase equivalent to the CPI (Consumer Price Index) commencing on July 1, 2027.
- (3) *Determination of demand.* The customer's demand shall be the highest 15-minute integrated or thermal KW demand as determined by suitable metering equipment. The City reserves the right to measure the demand continuously or by periodic tests to be made by the City at suitable intervals. The City reserves the right to install separate demand meters or single-phase and three-phase services, in which event the billing demand shall be the arithmetical sum of two measured demands.
- (4) *Type of service.* The type of service available under this schedule will be determined by the City and would normally be either:
 - (1) 120/240 volt single-phase service and 240 volt three-phase service;
 - (2) 120/208 volt three-phase service;
 - (3) 277/480 volt three-phase service; or
 - (4) 2,400/4,160 volts or 7,200/12,470 volts three phase service supplied at a single service location.
- (5) *Limitation of rate.* Electric service under this schedule shall not be resold or shared with others.

(d) *Residential service.*

- (1) *Applicability.* The residential rate is applicable only for normal domestic light and power use to individual residences, individual dwelling units, and individual apartments. All service shall be delivered at a single service location to be designated by the City. Service will be furnished in accordance with the City's rules and regulations and any subsequent revisions. These rules and regulations are available at the City's office. These rules and regulations are a part of this schedule as if fully written in this section.
- (2) *Reserve.*
- (3) *Type of service.* Service available under this schedule will normally be 120/240 volt single-phase service with single-phase motor operations being permitted where the size of individual motors does not exceed five hp.
- (4) *Limitation of rate.* Electric service under this schedule is not available for standby service and shall not be resold or shared with others. For those customers whose connected load meets or exceeds 25 KW, the City may require the billing of the customers' monthly consumption under general power service.
- (5) *Automatic rate.*
 - a. *Automatic rate increases.* At any time that there is an increase in the wholesale rate for electricity which is charged to the City, such wholesale rate increase may be automatically passed on to the customer on a pro rata basis, except in the instance of written contracts for lighting.
 - b. *Energy Cost Adjustment.* At any time there is an increase in the wholesale cost of gasoline, diesel fuel, or other energy charges necessarily used by the Electric Department in the operation and maintenance of the Electric Utility Department which are charged to the City, such wholesale cost increases shall be automatically passed through to the customer on a pro rata basis.

(e) *Street light rate.*

- (1) *Applicability.* The street light rate is applicable only to those citizens residing in the parts of the City that do not have electric service provided by the City's electric system.
- (2) The customer will be billed according to meter size as set by resolution.
- (3) *Type of service.* The service covers the cost of providing outdoor night lighting fixtures per the Night Sky Protection Act {74-12-1 to 74-12-10}.

(Code 1962, § 3-3-16; Ord. No. 401, § 1, 11-23-92; Ord. No. 479, § 1, 7-24-00; Ord. No. 496, § 1, 7-9-01; Ord. No. 516, § 1, 3-11-02; Ord. No. 524, § 1, 12-9-02)

Section two. Effective date. The provisions of this Amended Ordinance shall become effective

**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF
TRUTH OR CONSEQUENCES this ____ day of _____ 2023.**

AMANDA FORRISTER – Mayor

ATTEST:

ANGELA TORRES –City Clerk

Sec. 14-45. Electrical rates.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Customer means any person, firm, association, or corporation, or any agency of the Federal, State or local government, being supplied with, and or responsible for payment for, electric services by the City.

Customer charge means a flat charge for providing the availability of service.

Demand means the average rate at which energy is delivered during any specified demand interval. Demand may be expressed in kilowatts, kilovolt-amperes or other suitable units. The demand interval, unless specified otherwise, will be 15 minutes.

Energy means electricity consumed, usually expressed in kilowatt hours.

Horsepower means the nameplate rating of motors or other apparatus. For conversion purposes, one horsepower shall be considered as equivalent to 746 watts or 0.746 kilowatts.

Kilowatt means a unit of power, equal to 1,000 watts or approximately 1.341 horsepower. (Abbreviated kW)

Kilowatt-hour means a unit of energy equal to 1,000 watts delivered for one hour. One kilowatt-hour is the energy delivered in one hour, when delivery is at a constant rate of one kilowatt. (Abbreviated kWh) For example, ten 100 watt light bulbs that are in continuous use for one hour, equals 1,000 watt hours or one kilowatt hour.

Line means a system of poles, ducts, wires, or fixtures used for the distribution of electricity.

Line extension means all facilities excluding transfer, service connector and meter required to extend electric service from the City's existing permanent facilities to the point of delivery to the customer.

Minimum charge means amount the customer is charged if no power is consumed.

Point of delivery means the location at which the City's electric facilities make contact with the customer's service equipment.

Power means the time rate of transferring electric energy, usually expressed in kilowatts.

AMI means Advanced Metering Infrastructure, referring to electric meters with communication modules.

Premises means all real property, buildings, and appurtenances occupied by an owner, lessee, or tenant as a dwelling or business, commercial or industrial enterprise upon an integral parcel of land undivided by a street, highway or other public thoroughfare.

RV Park means a facility, at least one acre in size, designed to accommodate overnight parking of recreational vehicles, campers, and travel trailers.

- (b) *Small commercial service.*

- (1) *Applicability.* The small commercial rate is applicable for single-phase and three-phase service for commercial, business, professional, and small industrial loads. Customers with either an estimated consumption of 4,000 KWH or more per month or an estimated demand of 15 KW or more for any three months during a 12-month period will not be provided service under this schedule. All service shall be delivered at a single service location to be designated by the City. Service will be furnished in accordance with the City's rules and regulations and any subsequent revisions. These rules and regulations are available at the City's office. These rules and regulations are a part of this schedule as if fully written in this section.

- (2) *New rate per month or part thereof.*

Customer charge- ~~For single phase \$10.00~~ The customer will be billed according to meter size as set by resolution. There shall be an annual increase equivalent to the CPI (Consumer Price Index) commencing on July 1, 2027.

~~For three phase \$12.00~~

All KWH, per KWH, at \$0.095

~~Adjustment. The base energy charge shall be increased or decreased in accordance with the adjustment paragraphs.~~

- (3) ~~Reserved. Opt-Out-~~ Customer may choose to opt-out of receiving an AMI meter but will be charged a monthly service fee of \$50.
- (4) *Type of service.* The type of service available under this schedule will be determined by the City and would normally be either:
 - a. 120/240 volt single-phase service and 240 volt three-phase service, or
 - b. 120/208 volt three-phase service, or
 - c. 277/480 volt three-phase service.
- (5) *Meter reading.* The meter reading will normally be, as far as practicable, at intervals of approximately 30 days.
- (6) *Limitation of rate.* Electric service under this schedule is not available for standby service and shall not be resold or shared with others. For those customers whose consumption meets or exceeds 4,000 KWH per month in any three months of a continuous 12-month period, or for any customer whose connected load meets or exceeds 15 KW, the city may require the billing of such customers' monthly consumption under Large Commercial Service.
- (7) *Automatic rate increase.*
 - a. *Automatic rate increases.* At any time that there is an increase in the wholesale rate for electricity which is charged to the City, such wholesale rate increases may be automatically passed on to the customer on a pro rata basis. ~~except in the instance of written contracts for lighting.~~
 - b. *Automatic pass-through Energy Cost Adjustment.* At any time there is an increase in wholesale cost of gasoline, diesel fuel, or other energy charges necessarily used by the Electric Department in the operation and maintenance of the Electric Utility Department which are charged to the City, such wholesale cost increases shall be automatically passed through to the customer on a pro rata basis.
- (c) *Large commercial.*
 - (1) *Applicability.* The large commercial rate is applicable to all customers who use the City's standard service for general power, lighting, and/or water pumping services and contract for a monthly billing demand of not less than 15 KW to customers whose consumption has exceeded 4,000 KWH or 15 KW per month for three months in any 12-month continuous period. Service will be furnished in accordance with the City's rules and regulations and any subsequent revisions. These rules and regulations are available at the City's office. These rules and regulations are a part of this schedule as if fully written in this section.
 - ~~(2) —New rate per month or part thereof.~~

~~Base charges. If either the customer's billing demand for the month exceeds 15-KW or its consumption is greater than 4,000 KWH.~~
 - ~~(3) —Demand charge.~~

All KW at \$8.00/KW

- (4)(2) Energy charge- There shall be an annual increase equivalent to the CPI (Consumer Price Index) commencing on July 1, 2027.

All KWH at \$0.077/KWH

~~Adjustment. The base demand and energy charges shall be increased or decreased in accordance with the adjustment paragraphs.~~

- ~~(5)(3)~~ (3) *Determination of demand.* The customer's demand shall be the highest 15-minute integrated or thermal KW demand as determined by suitable metering equipment. The City reserves the right to measure the demand continuously or by periodic tests to be made by the City at suitable intervals. The City reserves the right to install separate demand meters or single-phase and three-phase services, in which event the billing demand shall be the arithmetical sum of two measured demands.

~~(6) Customer charge. \$23.25/month single phase; \$25.50/month three phase.~~

- ~~(7)~~ (4) *Type of service.* The type of service available under this schedule will be determined by the City and would normally be either:

- (1) 120/240 volt single-phase service and 240 volt three-phase service;
- (2) 120/208 volt three-phase service;
- (3) 277/480 volt three-phase service; or
- (4) 2,400/4,160 volts or 7,200/12,470 volts three phase service supplied at a single service location.

~~(8) Meter reading. The meter reading will normally be, as far as practicable, at intervals of approximately 30 days.~~

- ~~(9)~~ (5) *Limitation of rate.* Electric service under this schedule shall not be resold or shared with others.

~~(10) Automatic rate increases.~~

~~a. Automatic rate increases. At any time that there is an increase in the wholesale rate for electricity which is charged to the City, such wholesale rate increase may be automatically passed on to the customer on a pro-rata basis except in the instance of written contracts for lighting.~~

~~b. Automatic pass through. At any time there is an increase in the wholesale cost of gasoline, diesel fuel, or other energy charges necessarily used by the Electric Department in the operation and maintenance of the Electric Utility Department which are charged to the City, such wholesale cost increases shall be automatically passed through to the customer on a pro-rata basis.~~

(d) *Residential service.*

- (1) *Applicability.* The residential rate is applicable only for normal domestic light and power use to individual residences, individual dwelling units, and individual apartments. All service shall be delivered at a single service location to be designated by the City. Service will be furnished in accordance with the City's rules and regulations and any subsequent revisions. These rules and regulations are available at the City's office. These rules and regulations are a part of this schedule as if fully written in this section.

~~(2) New rate per month or part thereof for each service location.~~

Customer charge, per month: \$8.00

Energy charge: \$0.09/KWH

~~Adjustment. The base energy charge shall be increased or decreased in accordance with the adjustment paragraph.~~

~~(3)~~ (2) *Reserve.*

~~(4)~~ (3) *Type of service.* Service available under this schedule will normally be 120/240 volt single-phase service with single-phase motor operations being permitted where the size of individual motors does not exceed five hp.

~~(5) — Meter reading. The meter reading will normally be, as far as practicable, at intervals of approximately 30 days.~~

~~(6)~~ (4) *Limitation of rate.* Electric service under this schedule is not available for standby service and shall not be resold or shared with others. For those customers whose connected load meets or exceeds 25 KW, the City may require the billing of the customers' monthly consumption under general power service.

~~(7)~~ (5) *Automatic rate increases and pass through.*

- a. *Automatic rate increases.* At any time that there is an increase in the wholesale rate for electricity which is charged to the City, such wholesale rate increase may be automatically passed on to the customer on a pro rata basis, except in the instance of written contracts for lighting.
- b. ~~Automatic pass through Energy Cost Adjustment.~~ At any time there is an increase in the wholesale cost of gasoline, diesel fuel, or other energy charges necessarily used by the Electric Department in the operation and maintenance of the Electric Utility Department which are charged to the City, such wholesale cost increases shall be automatically passed through to the customer on a pro rata basis.

~~(e) — Municipal service.~~

~~Municipal service, per KWH:\$0.067~~

~~Municipal sewage plants, per KWH:0.067~~

~~Street lighting rate, per month per light:4.75~~

~~(1) — Rental service to renters within or without the City limits for installation on existing facilities with two foot to six foot mast arm, luminaire, ballast, and individually photoelectrically controlled lamp:~~

~~70 W high pressure sodium (minimum one year contract), per month\$5.57~~

~~250 W high pressure sodium (minimum one year contract), per month9.02~~

~~400 W high pressure sodium (minimum one year contract), per month15.91~~

~~* Note: 120 volt secondary services available~~

~~(f)~~ (E) *Street light rate.*

- (1) *Applicability.* The street light rate is applicable only to those citizens residing in the parts of the City that do not have electric service provided by the City's electric system.
- (2) ~~New rate per month or part thereof: \$2.12 per month. The customer will be billed according to meter size as set by resolution.~~
- (3) *Type of service.* The service covers the cost of providing outdoor night lighting fixtures per the Night Sky Protection Act {74-12-1 to 74-12-10}. ~~70 WHPS lighting according to the standards used by the City for streetlight installation.~~

(Code 1962, § 3-3-16; Ord. No. 401, § 1, 11-23-92; Ord. No. 479, § 1, 7-24-00; Ord. No. 496, § 1, 7-9-01; Ord. No. 516, § 1, 3-11-02; Ord. No. 524, § 1, 12-9-02)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: I.1

SUBJECT: Discussion/Action – Publication of Ordinance 762 TDS Franchise Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Current Franchise agreement and extension has expired. Existing agreement TDS pays 3% - new agreement increase fees to 5%.

Recommendation:

Approve: Publication of Ordinance

Attachments:

- TDS Franchise Agreement Ordinance
-

Fiscal Impact (Finance): Yes

Increased revenue

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 12-13-23

ORDINANCE NO. 762

AN ORDINANCE WHEREBY THE CITY OF TRUTH OR CONSEQUENCES GRANTS, TDS BROADBAND SERVICE LLC AND ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE FRANCHISE, LICENSE, RIGHT AND PRIVILEGE TO CONSTRUCT, ERECT, OPERATE AND MAINTAIN ITS CABLE SYSTEM BUSINESS WITHIN THE LIMITS OF THE CITY OF TRUTH OR CONSEQUENCES

Whereas, it is the intent of the parties that **TDS BROADBAND SERVICE LLC**, duly authorized to do business in the State of New Mexico, continue through this franchise to construct, operate and maintain a cable system in the City of Truth or Consequences. The parties intend that the franchise incorporate the City of Truth or Consequence's lawful exercise of police power and be subject to the lawful regulation by the New Mexico Public Regulation Commission and the State of New Mexico, and to the lawful applications of the Telecommunications Act of 1996, 47 USCA § 253. It is in the best interests of the City of Truth or Consequences, its citizens and of **TDS BROADBAND SERVICE LLC**, that this franchise shall be granted. The parties further acknowledge that the granting of this franchise, including the use of municipal-owned utility poles, results in costs for the maintenance of the public rights-of-way in order that cable and other essential public services can be provided. In order that the public right-of-way and other facilities can be maintained for the provisioning of these services, it is necessary to recover reasonable costs from the providers of these services in the form of municipal franchise fees, and that these fees represent a legitimate cost of business to the provider, which in turn can be recovered from customers through a monthly surcharge; and,

Whereas, the City of Truth or Consequences, hereinafter called the "Grantor", hereby grants to **TDS BROADBAND SERVICE LLC**, hereinafter called the "Grantee", its successors and assigns, the non-exclusive franchise, license, right and privilege to operate in the City of Truth or Consequences, as well as construct, erect, equip, lease, purchase, maintain and operate, in, upon, along, across, above, over and under the streets, alleys, easements, public ways and public places now in use or dedicated, and all extensions thereof, and additions thereto, in said Grantor, its poles, anchors, guys, wires, cables, manholes, microwave sites, underground conduits, appurtenances, fixtures, and other telecommunications facilities necessary, proper or convenient for the maintenance and operation in said Grantor of the Grantee's cable business; provided, however, that the Grantee shall locate all its transmission and distribution structures, lines and equipment within the Grantor so as not to unnecessarily obstruct the proper use of streets, alleys, public ways and public places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of said streets, alleys, public ways and public places; and,

Whereas, Grantee owns and operates a Cable System serving the Grantor under a prior franchise; and,

Whereas, Grantee desires to continue to operate the Cable System and to provide services to its customers over the Cable System; and,

Whereas, since assuming the current franchise, Grantee has timely paid all franchise fees and has substantially complied with all terms of the franchise and City ordinances; and,

Whereas, the Grantor finds that the renewal of Grantee's franchise on the terms and conditions of this Franchise Agreement will serve the cable-related needs and interests of the Grantor taking into account the costs.

THEREFORE, BE IT ORDAINED by the Governing Body of the City of Truth or Consequences, State of New Mexico that the following ordinance is hereby approved, passed and adopted:

Section 1, Agreement Based on the above understanding, the Grantor and Grantee agree as follows:

1. Definitions

For purposes of this Franchise Agreement, the following definitions shall apply:

- (a) "Basic Cable Service" is defined by the FCC as the lowest level of cable service a subscriber can buy. It includes, at a minimum, all over-the-air television broadcast signals carried pursuant to the must-carry requirements of the Communications Act, and all public, educational, or government access channels required by the system's franchise agreement. It may include additional signals chosen by the operator.
- (b) "Cable Act" shall mean the 1984 Cable Communications Policy Act of 1984, as amended by the 1992 Cable Competition and Consumer Protection Act of 1992 and the 1996 Telecommunications Act.
- (c) "Cable Information Service" shall mean two-way digital packet switched service provided over the Cable System using a cable modem and Internet protocol, which includes Internet access, interactive services and content, information services, electronic mail, access to newsgroups, a web browser, Website hosting and other enhancements.
- (d) "Cable Programming Service" shall mean a tier including all program channels on the cable system that are not included in Basic Cable Service, but are not separately offered as per-channel or per-program services. There may be one or more tiers of cable programming service.
- (e) "Cable Service" shall mean:
 - (i) the one-way transmission to subscribers of video programming, or other programming service, and
 - (ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (f) "Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to

provide cable service which includes video programming and which is provided to multiple subscribers within the Grantor.

- (g) "Grantor" shall mean the City of Truth or Consequences, New Mexico, and includes the City Commission and the duly elected or appointed officers, agents and employees of the Grantor.
- (h) "Facilities" shall mean any distribution or transmission component of a Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, equipment, drains, surface location markers, appurtenances, and related facilities located by Grantee in the Rights-of-Way.
- (i) "FCC" shall mean the Federal Communications Commission.
- (j) "Grantee" shall mean **TDS BROADBAND SERVICE LLC** or its lawful successor.
- (k) "Laws" shall mean any applicable state, Federal and local laws, ordinances and regulations.
- (l) "Local Gross Subscriber Revenues" shall mean all gross revenues of the Grantee derived from the operation of the Cable System to provide Basic Cable Service, Cable Programming Service and Premium Cable Service within the Grantor, adjusted for nonpayment. Local Gross Subscriber Revenues shall not include amounts collected for franchise fees, taxes, local origination programming or access programming fees, advertising or revenues from Non-Cable Services.
- (m) "Non-Cable Services" shall mean those services not defined as Cable Services.
- (n) "Premium Cable Service" shall mean those single-channel programming tiers provided by the cable operator for which subscribers pay the cable operator an additional fee above the Basic Cable Service charge.
- (o) "Rights-of-Way" shall mean the space on, above or below the surface of the public streets, roads, sidewalks, lanes, courts, ways, alleys, boulevards, and places including, without limitation, all public utility easements and public service easements within the Grantor's jurisdiction. This term shall not include any property owned by any person or agency other than the Grantor, except as provided by applicable Laws or pursuant to an agreement between the Grantor and any person.
- (p) "Telecommunications" shall mean the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- (q) "Telecommunications Service" shall mean the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

- (r) "Tier" shall mean a manner in which cable services are often provided. A tier is a category of cable service or services provided by a cable operator for which a separate rate is charged by the cable operator.

2. Grant of Franchise - Non-Exclusive Franchise

The Grantor grants to Grantee a non-exclusive franchise to operate a Cable System within the Grantor. This grant allows Grantee to construct, maintain, extend and operate its Facilities, in, through and along the Rights-of-Way for the purpose of providing Cable Services and Cable Information Services to the Grantor and its inhabitants for the full term of this Franchise Agreement, subject to the terms and conditions of this Franchise Agreement and applicable law. To the extent required by law, this grant of franchise shall also include the provision of Telecommunications Services over the Cable System, subject to certification of Grantee to provide such services, if required under applicable law

3. Term and Renewal

The term of this Franchise Agreement shall be for a period of ten (10) years from the effective date, unless sooner terminated as provided in this Franchise Agreement or the Cable Ordinance. Unless either party gives notice of its intent to terminate the Franchise Agreement at least 36 months prior to the expiration of the term, the term shall be automatically extended for one (1) additional five (5) year term.

4. Franchise Area

The Grantee is authorized to operate a Cable System throughout the entire corporate limits of the Grantor. The Grantor specifically retains the right to award other cable television franchises in the Grantor.

5. Franchise Fee

(a) Five Percent of Local Gross Revenues

During the term of this Franchise Agreement and any extension, Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Local Gross Subscriber Revenues. The franchise fee shall be paid in addition to any other lawful tax payment owed to the Grantor by the Grantee. Grantee shall annually provide the Grantor with a financial report indicating the annual Local Gross Subscriber Revenues derived from subscribers within the Grantor.

If Grantor shall elect to reduce the amount of the franchise fee, such reduction shall forthwith result in a reduction of fees to subscribers in the same amount.

(b) Annual Payments

The franchise fee shall be paid annually. Grantee shall pay the applicable fee to the Grantor within ninety (90) days of the last day of the applicable calendar year for which a fee payment is due.

(c) Reasonable Access to Records

Grantee shall provide the Grantor with reasonable access to Grantee's records documenting the Gross Revenues from Cable Service as defined in this Franchise Agreement. Grantee shall comply with all reasonable requests for information in the performance of any audit. The Grantor shall agree to appropriate confidentiality protection for access to confidential or proprietary information.

6. System Configuration

(a) Cable System

- (i) Grantee shall comply with all rules and regulations of the F.C.C. with respect to the reception, carriage and distribution of signals.
- (ii) Nothing herein shall be construed to prohibit the Grantee from increasing the capability of the cable communication system or constructing the same in accord with more advanced technological standards than those proposed by the Grantee.

(b) System Design

Where feasible Cable System shall utilize a hybrid fiber-coaxial architecture and shall be designed with the capability to transmit return signals upstream. Grantee may develop, construct and operate a Cable System capable of providing non-video services such as Cable Information Service, high-speed data transmission, Internet access, voice over internet protocol phone service, and other competitive services that Grantee may activate in response to consumer and business demand for such services.

7. Services Provided to the Grantor

(a) Complimentary Basic Enhanced Cable Service

Upon request, and as a voluntary initiative, Grantee shall provide, at no recurring charge to the Grantor, one outlet of Basic Cable and Cable Programming Service to the City Hall, fire stations and municipal buildings listed on Exhibit A and public and private schools located within 150 feet of Grantee's existing Cable System. If the City Hall, fire stations or schools are located beyond 150 feet, the additional construction costs and expense exceeding 150 feet will be calculated on a time and materials basis and paid by the entity requesting service. Service drop installations for such outlets shall be provided at the cost of time and materials and paid by the requesting entity. TDS must provide one hundred twenty (120) days' notice of any location where it intends to cease the voluntary initiative and begin charging for service or equipment, so that the City may notify TDS to suspend service or take such other steps as may be appropriate under applicable law.

8. Channels and Facilities for Public, Educational and Governmental Use.

(a) Access Channels

Should Grantor notify Grantee of its intent to operate a channel for noncommercial Public, Educational, and/or Governmental (PEG) use, then Grantee shall provide Grantor with one channel for such PEG use. Grantee will provide one additional channel for PEG use provided the first channel is "substantially utilized". A PEG channel shall be considered "substantially utilized" when forty hours per week are programmed with locally produced original programming on that channel for at least three consecutive months. In determining whether a PEG channel is substantially utilized, a program may be counted not more than four times during a calendar year. Provided the first channel is substantially utilized, Grantee shall have 120 days to provide the channel after receipt of the Grantor's written request for the additional channel.

(b) Management of PEG Channel

Grantor shall be responsible for management of the PEG channel and shall adopt rules, regulations and procedures for access channel use.

(c) Editorial Control

Except as expressly permitted by federal law, the Grantee shall not exercise any editorial control over the content of programming on the designated access channels (except for Grantee's own programming cablecast on those channels).

(d) Use of PEG channel capacity by Grantee

Grantee may program any unused capacity on channel capacity provided for PEG use.

(e) PEG Channel Grant

If Grantor opts to run a PEG channel pursuant to Section 8(a) above, Grantee shall provide an annual grant to the Grantor in the amount of \$3.00 per subscriber. Said grants must be used by the Grantor solely for capital costs related to the PEG channel, or as may be permitted by applicable law. Such grant may be recovered by Grantee from subscribers in accord with applicable law. Grantee shall have the right, no more than once annually, to request Grantor to demonstrate how the grant fees were utilized.

9. Customer Service Standards

Grantee shall comply with the customer service standards promulgated by the FCC, which are hereby included by reference.

10. Discriminatory Practices Prohibited

Grantee shall make its Cable Services available to all citizens within the Cable System based on the terms of this Franchise without discrimination and shall not give any person any preference or advantage not available to all persons similarly situated, provided that nothing contained herein shall prevent Grantee from implementing credit, deposit and acceptance criteria.

11. Construction, Operation and Maintenance of the Cable System

(a) Applicable Standards

- (i) Grantee shall ensure that the Cable System is constructed, operated, and maintained in accordance with all applicable laws and industry operational and safety standards. Grantee agrees to keep all facilities in good and safe condition. If the Grantor finds that an unsafe condition exists with respect to all or any portion of the Grantee's Cable System, it may order Grantee to make repairs, and Grantee shall make all such repairs necessary to correct any such unsafe condition within a time frame specified by the Grantor. The Grantor will take into account the nature of the repairs in setting the time frame.
- (ii) Any contractor engaged by Grantee to work on the Cable System must maintain all required licenses and certifications required by applicable Laws.
- (iii) Grantee shall locate the Cable System and associated Facilities within the Grantor so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way or other public ways and places. Grantee shall not place any pole or other fixture in any public way in such a manner as to interfere with the usual travel on such public way.
- (iv) Grantee acknowledges that it will also simultaneously enter into a Pole Use Agreement with Grantor as is a condition of this agreement.
- (v) All construction, alteration, or removal of Facilities shall further conform to any special requirements imposed by the Grantor incidental to plan approval or issuance of permits. In case of disturbance of any Right-of-Way, Grantee shall, at its own cost and expense and in a manner approved by the Grantor, replace and restore the effected portion of the Right-of-Way.
- (vi) Grantee shall have the authority to routinely trim trees upon and overhanging streets, alleys, sidewalks, and public ways and places of the Grantor so as to prevent the branches of such trees from coming in contact with Grantee's Facilities provided Grantee has given the Grantor at least 5 days prior written notice of the trimming activity. All tree trimming will be performed with due care for the trees and only to the extent necessary to prevent the branches from coming into contact with Grantees facilities. At the option of the Grantor, trimming may be done by it or under its supervision and direction at the expense of the Grantee. Prior notice shall not be required in the event of an emergency and Grantee shall have the authority to trim branches and trees which have fallen onto Grantees facilities, provided written notice is later provided to the Grantor once the emergency subsides.

(b) Maintenance, Operations and Record Keeping

In maintaining and operating the Cable System, Grantee shall:

- (i) Render efficient service, locate and repair malfunctions promptly, and respond to subscriber service complaints as required by the Federal Communications Commission and this Franchise Agreement.
- (ii) Maintain a toll-free customer service telephone number, so operated that complaints and requests for repairs may be received and processed twenty four (24) hours per day, seven (7) days per week.
- (iii) Operate the Cable System continuously and schedule any planned interruptions of the cable television service, including testing and maintenance interruptions, for the shortest possible time possible and when there will be a minimum number of customers inconvenienced.
- (iv) Temporarily raise or lower its wires to permit the moving of buildings at the request of any person holding a building-moving permit issued by the Grantor. The permit holder shall pay the expense of such temporary raising or lowering of wires and the Grantee shall have the authority to require such payment in advance. The permit holder shall provide Grantee with not less than three (3) weeks advance notice to arrange for such wire changes.
- (v) Upon the reasonable request of the Grantor, file with the Clerk maps of the Grantor indicating the accurate location of all existing cables, whether leased or owned by Grantee.
- (vi) Upon the request of the Grantor, send a representative to attend a regularly scheduled City Council meeting to discuss matters related to the Cable System.

(c) Credit

If for any reason, other than through the negligence or direct and willful harm or illegal action caused by the subscriber, the entire Cable Service is not received for a period of twenty four (24) hours consecutively or increments of twenty-four (24) hour periods, the Grantee shall prorate a credit. Such credit issued to the subscriber's bill shall be implemented upon request of the subscriber.

(d) System Extensions

The Grantee shall extend its system plant to all areas within the Grantor for potential customer service when such areas provide a per ratio formula of occupied residential units per mile that equals the current overall system average. Extension of the system to subscribers in areas of less than average system density or to residents whose homes are located more than one-hundred and fifty (150) feet from the existing cable distribution line shall be made if the subscribers agree to pay reasonable construction costs. Nothing above shall be construed to prevent Grantee from extending the service area at a faster rate or to areas of lower concentration than specified above. Grantee's obligation to provide service as indicated is subject to the Grantee's ability to obtain the necessary easements or rights-of-way required and its ability to extend its facilities at a reasonable cost.

12. Insurance

The Grantee shall maintain throughout the term of this Franchise, liability insurance insuring the Grantor and the Grantee with regard to all damages for which the Grantor and/or the Grantee may be liable, including, but not limited to, damages arising from the installation, operation, maintenance or removal of the Grantee's Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this franchise. Grantee shall provide copies of such policies to the Grantor.

The liability insurance referred to in this section shall be in the following minimum amounts. Insurance will be maintained as follows:

(i) **General Liability Insurance**

\$100,000. Per Occurrence for Bodily Injury & Property Damage
\$300,000 General Aggregate for Bodily Injury & Property Damage
\$300,000 Products Aggregate for Bodily Injury & Property Damage
Commercial Automobile Insurance

\$50,000 Per Occurrence for Bodily Injury & Property Damage

(ii) **Workman's compensation insurance shall also be provided as required by the laws of the State of New Mexico, as amended.**

13. Rights Reserved by the Grantor

(a) **Enforcement of City Ordinances**

This Franchise is subject to all applicable provisions of general City ordinances. During the term of this Franchise, Grantee shall remain subject to the lawful exercise of the police power of the Grantor and to observe such reasonable regulations as the Grantor may provide, and shall comply with all applicable Laws.

(b) **Police Power Authority**

The Grantor may impose such other non-discriminatory and competitive neutral regulations as may be determined by the Commissioners to be in the interest of public health, safety, welfare, convenience or necessity of the Grantor.

(c) **Regulation of Rights-of-Way**

The Grantor may exercise all lawful control and regulation of the use of its street, alleys, bridges, and other public places and public ways and the space above and beneath them. Grantee shall pay such part of the cost of repair or replacement of streets, alleys, bridges, and other public places and public ways, as shall arise due to damage caused by Grantee due

to construction or maintenance of its system and shall protect and save the Grantor harmless from all damages arising from Grantee's use.

(d) Grantor Inspection

Without notice to Grantee, the Grantor may inspect construction or installation work performed by Grantee, and make such inspections as necessary to insure compliance with this Franchise Agreement, the Cable Ordinance, Pole Utilization Agreement, and applicable Law.

(e) FCC Regulations

Subject to applicable law, the Grantor may maintain in force rules or regulations respecting the minimal requirements of signal carriage, channel capacity, number and designation of access channels, access services, technical standards, and system performance promulgated by the FCC, should that agency at any time in the future cease regulation of one or more of the above-mentioned subjects of regulation.

14. Transfer of Franchise Agreement

Grantee shall have the right hereunder to pledge or hypothecate this franchise at any time, and from time to time, and to grant any security interests in the Cable System at any time and from time to time, to secure any indebtedness or obligations from time to time owed by Grantee, whether such security interest(s) shall be a first or subordinated security interest(s); and the Grantor hereby consents to the exercise of the party's rights as a secured party in this Franchise and/or the Cable System in the event of a default by Grantee and the Grantor shall accept such secured party's performance of Grantee's obligations under this Franchise. Without in any way limiting the scope or effect of the foregoing sentence, Grantee shall also have the right to assign or otherwise transfer this Franchise to any third party upon thirty (30) days prior written notice to the Grantor, provided that Grantee shall, at the date of such notice, be in substantial compliance with the material terms and provisions hereof and provided further that such third party assignee or transferee shall have adequate technical and financial capability to comply with the foregoing terms and provisions hereof and applicable law. Upon the Grantor's receipt of Grantee's thirty (30) day notice of assignment or transfer, and prior to the effective date of the respective assignment or transfer referenced therein, the Grantor shall have the right to commence a legal proceeding to enjoin or otherwise estop such assignment or transfer, provided that, to prevail in any such action, the Grantor shall be required to demonstrate, by a preponderance of the evidence, that the third party assignee or transferee does not possess the hereinbefore specified technical and financial capability.

15. Conditions of Franchise Agreement

This Franchise Agreement is granted and accepted under and subject to all applicable Laws, orders, and regulations now or later adopted. Grantee's performance obligations shall remain subject to Acts of God, fires, strikes, riots, floods, war and other causes beyond Grantee's control.

16. Other Franchises

The franchise granted under this Franchise Agreement is non-exclusive. Grantee acknowledges the Grantor's rights to grant one or more competing franchises. To avoid unfair competition due to disparate franchise obligations, the Grantor will, upon petition of Grantee, modify terms of this Franchise Agreement to adjust or eliminate terms that are more burdensome or costly than the terms of a competing provider's franchise. In considering a modification petition under this section, the Grantor may evaluate Grantee's request in light of the aggregate burdens and costs of each provider's franchise obligations. The Grantor shall provide Grantee with no less than two (2) weeks notice of a scheduled hearing date to consider the application of another cable telecommunications provider. In addition, if another video franchise is authorized the Grantor shall require the new franchisee to reimburse and hold harmless the Grantee from and against all costs and expenses incurred by or on behalf of the Grantee for strengthening poles, replacing poles, rearranging attachments, placing underground facilities and all other costs, including those of Grantor, the Grantee and any utilities, required by inspections, make-ready and construction of an additional cable system in the franchise area. These requirements in no way infringe on the Grantor's ability to require Grantee to accommodate Grantor owned utility requirements as set forth in any applicable pole attachment agreement.

17. Modifications Due to Changes in Laws or Regulations

The Grantor or Grantee may seek modification of this Franchise Agreement due to changes in Federal or state laws or regulations in accordance with the following procedures:

(a) Notice

The party seeking modification shall serve the other party notice of a request for modification under this Section. The notice shall specify (i) the changes in laws or regulations on which the modification request is based, and (ii) the desired modifications.

(b) Mutually Agreeable Modifications

Within 60 days of delivery of the notice, representatives of the Grantor and Grantee shall meet to develop mutually agreeable modifications to the Franchise. Any mutually agreeable modifications shall be presented to the City Commissioners for consideration.

(c) Proposals for Modifications

If the City Manager and Grantee cannot develop a mutually agreeable recommendation for modification within a reasonable time, then the City Manager and Grantee shall submit to the City Commissioners their respective proposals for modification under this Section.

(d) City Commission Action

The City Commission shall review the proposals and comments of interested parties at a public hearing. The City Commission shall then issue a decision concerning any modification to the Franchise Agreement under this Section.

(e) Appeals

Grantee may appeal under applicable law a denial of a modification proposal under this Section.

18. Indemnification

Grantee agrees to indemnify, defend and save the Grantor harmless from and against all third-party claims which may arise out of Grantee's non-performance or breach of the franchise or any negligence involving Grantee's operations thereunder in the Grantor, including all expenses reasonably incurred by the Grantor in defending itself against any claim, action or suit. The Grantor agrees to give Grantee written notice of any claim no later than 4 weeks from the date the Grantor is made aware of the occurrence and to allow Grantee, at Grantee's option, to assume the defense of the claim. This agreement to indemnify is between the Grantor and Grantee and shall not be interpreted or deemed as creating any rights in any third-party.

19. Severability

If any provision of this Franchise Agreement or its application to any person or circumstances is held invalid or is preempted, such invalidity or preemption shall not affect other provisions, sections, subsections or applications of this Franchise Agreement.

20. Rights and Duties of Grantee upon Expiration of Franchise

Upon expiration of this Franchise Agreement, whether by lapse of time, by agreement between Grantee and the Grantor, or by termination, Grantee has the right to remove its Facilities within six (6) months after such expiration or forfeiture. Grantee shall promptly restore the Rights-of-Way from which its Facilities are removed to as good condition as before removal and without cost to the Grantor.

21. Notice to Parties

Notices under this Franchise Agreement shall be in writing and shall be deemed given upon receipt by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

To Grantor:
City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

Attention: City Clerk

To Grantee:

TDS BROADBAND SERVICE LLC
525 Junction Rd.
Madison, WI 53717

Attn: Legal Dept.

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

22. Effectiveness

This Franchise Agreement shall become effective after the following: (i) the Franchise Agreement has been duly approved by the Grantor at a public meeting; and (ii) Grantee has filed a letter of acceptance under Section 23.

23. Grantee Acceptance

Grantee shall, within ninety (90) days from the Agreement Date, file with the City Clerk its written acceptance of all the terms, conditions, and provisions of this Franchise Agreement.

Section 2. Franchise Authority. This franchise is subject to the superior power of any government authority, whether state or federal, having jurisdiction of the premises or exercising regulatory jurisdiction over the Company.

Section 3. Effective Date. This ordinance shall become effective Fifteen (15) days after its enactment; provided the Company, within those Fifteen (15) days, shall have filed with the City Clerk of the Municipality an unconditional acceptance thereof. Within ten (10) days after the filing of the acceptance, the City Clerk shall acknowledge in writing the receipt of the Company's acceptance.

Section 4 Severability Clause. If any section, subsection, sentence, clause, word or phrase of this ordinance is for any reason held to be unconstitutional, illegal or otherwise invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Commission, the Governing Body of the Municipality, hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, word or phrase thereof regardless of any one or more sections, subsections, sentences, clauses, words or phrases being declared unconstitutional or otherwise invalid. All ordinances and agreements or parts thereof in conflict with this ordinance are hereby repealed.

PASSED, ADOPTED AND APPROVED this ____ day of _____ 20____, at a regular meeting of the City Commission for the City of Truth or Consequences, State of New Mexico.

Mayor AMANDA FORRISTER

ATTEST:

ANGELA TORRES, City Clerk

Approved as to Form by Jaime F. Rubin City Attorney: _____

**ACCEPTANCE OF CITY OF
TRUTH OR CONSEQUENCES ORDINANCE NO. ____**

WHEREAS, the City Council of the City of Truth or Consequences, New Mexico, did on the ____ day of _____ 20____, enact Ordinance No. ____ entitled: "AN ORDINANCE WHEREBY THE CITY OF TRUTH OR CONSEQUENCES GRANTS **TDS BROADBAND SERVICE LLC**, AND ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE FRANCHISE, LICENSE, RIGHT AND PRIVILEGE TO CONSTRUCT, ERECT, OPERATE AND MAINTAIN ITS CABLE BUSINESS WITHIN THE LIMITS OF THE CITY OF TRUTH OR CONSEQUENCES.", and

WHEREAS, said Ordinance was on the ____ day of _____ 20____, approved by the City of Truth or Consequences and the seal of said City was duly thereto affixed and attested by the City Clerk.

NOW THEREFORE, in compliance with the terms of said Ordinance as enacted, approved and attested, **TDS BROADBAND SERVICE LLC** hereby accepts said Ordinance and files its written acceptance with the City Clerk of the City of Truth or Consequences, New Mexico, in her office.

Dated this ____ day of _____ 20____.

TDS BROADBAND SERVICE LLC

Title:

The foregoing instrument was acknowledged before me this ____ day of _____ 20____, by _____, of **TDS BROADBAND SERVICE LLC**

Notary Public My Commission Expires: _____

(Seal)

EXHIBIT "A"

List of buildings that will receive free cable service as provided in the TDS BROADBAND SERVICE LLC Cable Franchise

- City Hall
- Municipal Court
- Water Department
- Electric Department
- Library
- Civic Center
- Senior Center
- Fire Department
- Police Department
- Sanitation Department
- Waste Water Department
- Street Department
- Armory Building
- Hospital
- Fleet Maintenance Department
- Airport

AN ORDINANCE WHEREBY THE CITY OF TRUTH OR CONSEQUENCES GRANTS
~~BAJA BROADBAND OPERATING COMPANY, LLC, A DELAWARE LIMITED~~
~~LIABILITY COMPANY,~~ **TDS BROADBAND SERVICE LLC** AND ITS SUCCESSORS AND
ASSIGNS, THE NON-EXCLUSIVE FRANCHISE, LICENSE, RIGHT AND PRIVILEGE TO
CONSTRUCT, ERECT, OPERATE AND MAINTAIN ITS CABLE SYSTEM BUSINESS
WITHIN THE LIMITS OF THE CITY OF TRUTH OR CONSEQUENCES

Whereas, it is the intent of the parties that ~~BAJA BROADBAND OPERATING COMPANY, LLC,~~
~~A DELAWARE LIMITED LIABILITY COMPANY~~ **TDS BROADBAND SERVICE LLC**, duly
authorized to do business in the State of New Mexico, continue through this franchise to construct,
operate and maintain a cable system in the City of Truth or Consequences. The parties intend that the
franchise incorporate the City of Truth or Consequence's lawful exercise of police power and be
subject to the lawful regulation by the New Mexico Public Regulation Commission and the State of
New Mexico, and to the lawful applications of the Telecommunications Act of 1996, 47 USCA § 253.
It is in the best interests of the City of Truth or Consequences, its citizens and of ~~BAJA~~
~~BROADBAND OPERATING COMPANY, LLC~~ **TDS BROADBAND SERVICE LLC**, that this
franchise shall be granted. The parties further acknowledge that the granting of this franchise,
including the use of municipal-owned utility poles, results in costs for the maintenance of the public
rights-of-way in order that cable and other essential public services can be provided. In order that the
public right-of-way and other facilities can be maintained for the provisioning of these services, it is
necessary to recover reasonable costs from the providers of these services in the form of municipal
franchise fees, and that these fees represent a legitimate cost of business to the provider, which in turn
can be recovered from customers through a monthly surcharge; and,

Whereas, the City of Truth or Consequences, hereinafter called the "Grantor", hereby grants to ~~BAJA~~
~~BROADBAND OPERATING COMPANY, LLC~~ **TDS BROADBAND SERVICE LLC**,
hereinafter called the "Grantee", its successors and assigns, the non-exclusive franchise, license, right
and privilege to operate in the City of Truth or Consequences, as well as construct, erect, equip, lease,
purchase, maintain and operate, in, upon, along, across, above, over and under the streets, alleys,
easements, public ways and public places now in use or dedicated, and all extensions thereof, and
additions thereto, in said Grantor, its poles, anchors, guys, wires, cables, manholes, microwave sites,
underground conduits, appurtenances, fixtures, and other telecommunications facilities necessary,
proper or convenient for the maintenance and operation in said Grantor of the Grantee's cable business;
provided, however, that the Grantee shall locate all its transmission and distribution structures, lines
and equipment within the Grantor so as not to unnecessarily obstruct the proper use of streets, alleys,
public ways and public places, and to cause minimum interference with the rights or reasonable
convenience of property owners who adjoin any of said streets, alleys, public ways and public places;
and,

Whereas, Grantee owns and operates a Cable System serving the Grantor under a prior franchise; and,

Whereas, Grantee desires to continue to operate the Cable System and to provide services to its customers over the Cable System; and,

Whereas, since assuming the current franchise, Grantee has timely paid all franchise fees and has substantially complied with all terms of the franchise and City ordinances; and,

Whereas, the Grantor finds that the renewal of Grantee's franchise on the terms and conditions of this Franchise Agreement will serve the cable-related needs and interests of the Grantor taking into account the costs.

THEREFORE, BE IT ORDAINED by the Governing Body of the City of Truth or Consequences, State of New Mexico that the following ordinance is hereby approved, passed and adopted:

Section 1, Agreement Based on the above understanding, the Grantor and Grantee agree as follows:

1. Definitions

For purposes of this Franchise Agreement, the following definitions shall apply:

- (a) "Basic Cable Service" is defined by the FCC as the lowest level of cable service a subscriber can buy. It includes, at a minimum, all over-the-air television broadcast signals carried pursuant to the must-carry requirements of the Communications Act, and all public, educational, or government access channels required by the system's franchise agreement. It may include additional signals chosen by the operator.
- (b) "Cable Act" shall mean the 1984 Cable Communications Policy Act of 1984, as amended by the 1992 Cable Competition and Consumer Protection Act of 1992 and the 1996 Telecommunications Act.
- (c) "Cable Information Service" shall mean two-way digital packet switched service provided over the Cable System using a cable modem and Internet protocol, which includes Internet access, interactive services and content, information services, electronic mail, access to newsgroups, a web browser, Website hosting and other enhancements.
- (d) "Cable Programming Service" shall mean a tier including all program channels on the cable system that are not included in Basic Cable Service, but are not separately offered as per-channel or per-program services. There may be one or more tiers of cable programming service.
- (e) "Cable Service" shall mean:
 - (i) the one-way transmission to subscribers of video programming, or other programming service, and

- (ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (f) "Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the Grantor.
- (g) "Grantor" shall mean the City of Truth or Consequences, New Mexico, and includes the City Commission and the duly elected or appointed officers, agents and employees of the Grantor.
- (h) "Facilities" shall mean any distribution or transmission component of a Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, equipment, drains, surface location markers, appurtenances, and related facilities located by Grantee in the Rights-of-Way.
- (i) "FCC" shall mean the Federal Communications Commission.
- (j) "Grantee" shall mean ~~Baja Broadband, LLC~~ **TDS BROADBAND SERVICE LLC** or its lawful successor.
- (k) "Laws" shall mean any applicable state, Federal and local laws, ordinances and regulations.
- (l) "Local Gross Subscriber Revenues" shall mean all gross revenues of the Grantee derived from the operation of the Cable System to provide Basic Cable Service, Cable Programming Service and Premium Cable Service within the Grantor, adjusted for nonpayment. Local Gross Subscriber Revenues shall not include amounts collected for franchise fees, taxes, local origination programming or access programming fees, advertising or revenues from Non-Cable Services.
- (m) "Non-Cable Services" shall mean those services not defined as Cable Services.
- (n) "Premium Cable Service" shall mean those single-channel programming tiers provided by the cable operator for which subscribers pay the cable operator an additional fee above the Basic Cable Service charge.
- (o) "Rights-of-Way" shall mean the space on, above or below the surface of the public streets, roads, sidewalks, lanes, courts, ways, alleys, boulevards, and places including, without limitation, all public utility easements and public service easements within the Grantor's jurisdiction. This term shall not include any property owned by any person or agency other than the Grantor, except as provided by applicable Laws or pursuant to an agreement between the Grantor and any person.
- (p) "Telecommunications" shall mean the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

- (q) "Telecommunications Service" shall mean the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- (r) "Tier" shall mean a manner in which cable services are often provided. A tier is a category of cable service or services provided by a cable operator for which a separate rate is charged by the cable operator.

2. Grant of Franchise - Non-Exclusive Franchise

Formatted: French (France)

The Grantor grants to Grantee a non-exclusive franchise to operate a Cable System within the Grantor. This grant allows Grantee to construct, maintain, extend and operate its Facilities, in, through and along the Rights-of-Way for the purpose of providing Cable Services and Cable Information Services to the Grantor and its inhabitants for the full term of this Franchise Agreement, subject to the terms and conditions of this Franchise Agreement and applicable law. To the extent required by law, this grant of franchise shall also include the provision of Telecommunications Services over the Cable System, subject to certification of Grantee to provide such services, if required under applicable law

3. Term and Renewal

The term of this Franchise Agreement shall be for a period of ten (10) years from the effective date, unless sooner terminated as provided in this Franchise Agreement or the Cable Ordinance. Unless either party gives notice of its intent to terminate the Franchise Agreement at least 36 months prior to the expiration of the term, the term shall be automatically extended for one (1) additional five (5) year term.

4. Franchise Area

The Grantee is authorized to operate a Cable System throughout the entire corporate limits of the Grantor. The Grantor specifically retains the right to award other cable television franchises in the Grantor.

5. Franchise Fee

(a) ~~Three-Five~~ Percent of Local Gross Revenues

During the term of this Franchise Agreement and any extension, Grantee shall pay to the Grantor an annual franchise fee in an amount equal to ~~three percent (3%)~~ **five percent (5%)** of the annual Local Gross Subscriber Revenues. The franchise fee shall be paid in addition to any other lawful tax payment owed to the Grantor by the Grantee. Grantee shall annually provide the Grantor with a financial report indicating the annual Local Gross Subscriber Revenues derived from subscribers within the Grantor.

If Grantor shall elect to reduce the amount of the franchise fee, such reduction shall forthwith result in a reduction of fees to subscribers in the same amount.

(b) Annual Payments

The franchise fee shall be paid annually. Grantee shall pay the applicable fee to the Grantor within ninety (90) days of the last day of the applicable calendar year for which a fee payment is due.

(c) Reasonable Access to Records

Grantee shall provide the Grantor with reasonable access to Grantee's records documenting the Gross Revenues from Cable Service as defined in this Franchise Agreement. Grantee shall comply with all reasonable requests for information in the performance of any audit. The Grantor shall agree to appropriate confidentiality protection for access to confidential or proprietary information.

6. System Configuration

(a) Cable System

- (i) Grantee shall comply with all rules and regulations of the F.C.C. with respect to the reception, carriage and distribution of signals.
- (ii) Nothing herein shall be construed to prohibit the Grantee from increasing the capability of the cable communication system or constructing the same in accord with more advanced technological standards than those proposed by the Grantee.

(b) System Design

Where feasible Cable System shall utilize a hybrid fiber-coaxial architecture and shall be designed with the capability to transmit return signals upstream. Grantee may develop, construct and operate a Cable System capable of providing non-video services such as Cable Information Service, high-speed data transmission, Internet access, voice over internet protocol phone service, and other competitive services that Grantee may activate in response to consumer and business demand for such services.

7. Services Provided to the Grantor

(a) Complimentary Basic Enhanced Cable Service

Upon request, and as a voluntary initiative, Grantee shall provide, at no recurring charge to the Grantor, one outlet of Basic Cable and Cable Programming Service to the City Hall, fire stations and municipal buildings listed on Exhibit A and public and private schools located within 150 feet of Grantee's existing Cable System. If the City Hall, fire stations or schools are located beyond 150 feet, the additional construction costs and expense exceeding 150 feet will be calculated on a time and materials basis and paid by the entity requesting service. Service drop installations for such outlets shall be provided at the cost of time and materials and paid by the requesting entity. TDS must provide one hundred twenty (120) days' notice of any location where it intends to cease the voluntary initiative and begin

Commented [RD1]: The FCC in the 2019 621 Order made clear that complimentary service, if a condition of a franchise, is a franchise fee and must count toward the federal franchise fee cap. See *In the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992, Third Report and Order*, 34 FCC Rcd 6844 (FCC 2019). The franchise fee in this agreement has been increased from 3%, to the maximum federally allowed amount of 5%. The in the 2019 621 Order, the FCC also explained that the 5% cap cannot be waived by cable operators. *Id.* at ¶ 63 n.251. Thus, in order to prevent a violation of the federal franchise fee cap, complimentary service must be voluntary and there must be a path for TDS to cease that service of its own accord.

charging for service or equipment, so that the City may notify TDS to suspend service or take such other steps as may be appropriate under applicable law.

8. Channels and Facilities for Public, Educational and Governmental Use.

(a) Access Channels

Should Grantor notify Grantee of its intent to operate a channel for noncommercial Public, Educational, and/or Governmental (PEG) use, then The Grantee shall provide Grantor with one channel for such PEG use~~noncommercial Public, Educational, and Governmental (PEG) use~~. Grantee will provide one additional channel for PEG use provided the first channel is "substantially utilized". A PEG channel shall be considered "substantially utilized" when forty hours per week are programmed with locally produced original programming on that channel for at least three consecutive months. In determining whether a PEG channel is substantially utilized, a program may be counted not more than four times during a calendar year. Provided the first channel is substantially utilized, Grantee shall have 120 days to provide the channel after receipt of the Grantor's written request for the additional channel.

(b) Management of PEG Channel

Grantor shall be responsible for management of the PEG channel and shall adopt rules, regulations and procedures for access channel use.

(c) Editorial Control

Except as expressly permitted by federal law, the Grantee shall not exercise any editorial control over the content of programming on the designated access channels (except for Grantee's own programming cablecast on those channels).

(d) Use of PEG channel capacity by Grantee

Grantee may program any unused capacity on channel capacity provided for PEG use.

(e) PEG Channel Grant

If Grantor opts to run a PEG channel pursuant to Section 8(a) above, Grantee shall provide an annual grant to the Grantor in the amount of \$3.00 per subscriber. Said grants must be used by the Grantor solely for capital costs related to support the PEG channel, or as may be permitted by applicable law. Such grant and may be recovered by Grantee from subscribers in accord with applicable law. Grantee shall have the right, no more than once annually, to request Grantor to demonstrate how the grant fees were utilized.

Commented [RD2]: The Cable Act excludes from the definition of franchise fees only those PEG fees used solely for capital expenses. PEG fees used for operating expenses count toward the cap. Accordingly, we have added language to make clear that the intent here is for this PEG grant to be for capital purposes and thus not subject to offset against the 5% franchise fee payment.

9. Customer Service Standards

Grantee shall comply with the customer service standards promulgated by the FCC, which are hereby included by reference.

10. Discriminatory Practices Prohibited

Grantee shall make its Cable Services available to all citizens within the Cable System based on the terms of this Franchise without discrimination and shall not give any person any preference or advantage not available to all persons similarly situated, provided that nothing contained herein shall prevent Grantee from implementing credit, deposit and acceptance criteria.

11. Construction, Operation and Maintenance of the Cable System

(a) Applicable Standards

- (i) Grantee shall ensure that the Cable System is constructed, operated, and maintained in accordance with all applicable laws and industry operational and safety standards. Grantee agrees to keep all facilities in good and safe condition. If the Grantor finds that an unsafe condition exists with respect to all or any portion of the Grantee's Cable System, it may order Grantee to make repairs, and Grantee shall make all such repairs necessary to correct any such unsafe condition within a time frame specified by the Grantor. The Grantor will take into account the nature of the repairs in setting the time frame.
- (ii) Any contractor engaged by Grantee to work on the Cable System must maintain all required licenses and certifications required by applicable Laws.
- (iii) Grantee shall locate the Cable System and associated Facilities within the Grantor so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way or other public ways and places. Grantee shall not place any pole or other fixture in any public way in such a manner as to interfere with the usual travel on such public way.
- (iv) Grantee acknowledges that it will also simultaneously enter into a Pole Use Agreement with Grantor as is a condition of this agreement.
- (v) All construction, alteration, or removal of Facilities shall further conform to any special requirements imposed by the Grantor incidental to plan approval or issuance of permits. In case of disturbance of any Right-of-Way, Grantee shall, at its own cost and expense and in a manner approved by the Grantor, replace and restore the effected portion of the Right-of-Way.
- (vi) Grantee shall have the authority to routinely trim trees upon and overhanging streets, alleys, sidewalks, and public ways and places of the Grantor so as to prevent the branches of such trees from coming in contact with Grantee's Facilities provided Grantee has given the Grantor at least 5 days prior written notice of the trimming activity. All tree trimming will be performed with due care for the trees and only to the extent necessary to prevent the branches from coming into contact with Grantees facilities. At the option of the Grantor, trimming may be done by it or under its supervision and direction at the expense of the Grantee. Prior notice shall not be required in the event of an emergency and Grantee shall have the authority to trim

branches and trees which have fallen onto Grantees facilities, provided written notice is later provided to the Grantor once the emergency subsides.

(b) Maintenance, Operations and Record Keeping

In maintaining and operating the Cable System, Grantee shall:

- (i) Render efficient service, locate and repair malfunctions promptly, and respond to subscriber service complaints as required by the Federal Communications Commission and this Franchise Agreement.
- (ii) Maintain a toll-free customer service telephone number, so operated that complaints and requests for repairs may be received and processed twenty four (24) hours per day, seven (7) days per week.
- (iii) Operate the Cable System continuously and schedule any planned interruptions of the cable television service, including testing and maintenance interruptions, for the shortest possible time possible and when there will be a minimum number of customers inconvenienced.
- (iv) Temporarily raise or lower its wires to permit the moving of buildings at the request of any person holding a building-moving permit issued by the Grantor. The permit holder shall pay the expense of such temporary raising or lowering of wires and the Grantee shall have the authority to require such payment in advance. The permit holder shall provide Grantee with not less than three (3) weeks advance notice to arrange for such wire changes.
- (v) Upon the reasonable request of the Grantor, file with the Clerk maps of the Grantor indicating the accurate location of all existing cables, whether leased or owned by Grantee.
- (vi) Upon the request of the Grantor, send a representative to attend a regularly scheduled City Council meeting to discuss matters related to the Cable System.

(c) Credit

If for any reason, other than through the negligence or direct and willful harm or illegal action caused by the subscriber, the entire Cable Service is not received for a period of twenty four (24) hours consecutively or increments of twenty-four (24) hour periods, the Grantee shall prorate a credit. Such credit issued to the subscriber's bill shall be implemented upon request of the subscriber.

(d) System Extensions

The Grantee shall extend its system plant to all areas within the Grantor for potential customer service when such areas provide a per ratio formula of occupied residential units per mile that equals the current overall system average. Extension of the system to subscribers in areas of less than average system density or to residents whose homes are

located more than one-hundred and fifty (150) feet from the existing cable distribution line shall be made if the subscribers agree to pay reasonable construction costs. Nothing above shall be construed to prevent Grantee from extending the service area at a faster rate or to areas of lower concentration than specified above. Grantee's obligation to provide service as indicated is subject to the Grantee's ability to obtain the necessary easements or rights-of-way required and its ability to extend its facilities at a reasonable cost.

12. Insurance

The Grantee shall maintain throughout the term of this Franchise, liability insurance insuring the Grantor and the Grantee with regard to all damages for which the Grantor and/or the Grantee may be liable, including, but not limited to, damages arising from the installation, operation, maintenance or removal of the Grantee's Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this franchise. Grantee shall provide copies of such policies to the Grantor.

The liability insurance referred to in this section shall be in the following minimum amounts. Insurance will be maintained as follows:

(i) **General Liability Insurance**

\$100,000. Per Occurrence for Bodily Injury & Property Damage
\$300,000 General Aggregate for Bodily Injury & Property Damage
\$300,000 Products Aggregate for Bodily Injury & Property Damage
Commercial Automobile Insurance

\$50,000 Per Occurrence for Bodily Injury & Property Damage

(ii) **Workman's compensation insurance shall also be provided as required by the laws of the State of New Mexico, as amended.**

13. Rights Reserved by the Grantor

(a) Enforcement of City Ordinances

This Franchise is subject to all applicable provisions of general City ordinances. During the term of this Franchise, Grantee shall remain subject to the lawful exercise of the police power of the Grantor and to observe such reasonable regulations as the Grantor may provide, and shall comply with all applicable Laws.

(b) Police Power Authority

The Grantor may impose such other non-discriminatory and competitive neutral regulations as may be determined by the Commissioners to be in the interest of public health, safety, welfare, convenience or necessity of the Grantor.

(c) Regulation of Rights-of-Way

The Grantor may exercise all lawful control and regulation of the use of its street, alleys, bridges, and other public places and public ways and the space above and beneath them. Grantee shall pay such part of the cost of repair or replacement of streets, alleys, bridges, and other public places and public ways, as shall arise due to damage caused by Grantee due to construction or maintenance of its system and shall protect and save the Grantor harmless from all damages arising from Grantee's use.

(d) Grantor Inspection

Without notice to Grantee, the Grantor may inspect construction or installation work performed by Grantee, and make such inspections as necessary to insure compliance with this Franchise Agreement, the Cable Ordinance, Pole Utilization Agreement, and applicable Law.

(e) FCC Regulations

Subject to applicable law, the Grantor may maintain in force rules or regulations respecting the minimal requirements of signal carriage, channel capacity, number and designation of access channels, access services, technical standards, and system performance promulgated by the FCC, should that agency at any time in the future cease regulation of one or more of the above-mentioned subjects of regulation.

14. Transfer of Franchise Agreement

Grantee shall have the right hereunder to pledge or hypothecate this franchise at any time, and from time to time, and to grant any security interests in the Cable System at any time and from time to time, to secure any indebtedness or obligations from time to time owed by Grantee, whether such security interest(s) shall be a first or subordinated security interest(s); and the Grantor hereby consents to the exercise of the party's rights as a secured party in this Franchise and/or the Cable System in the event of a default by Grantee and the Grantor shall accept such secured party's performance of Grantee's obligations under this Franchise. Without in any way limiting the scope or effect of the foregoing sentence, Grantee shall also have the right to assign or otherwise transfer this Franchise to any third party upon thirty (30) days prior written notice to the Grantor, provided that Grantee shall, at the date of such notice, be in substantial compliance with the material terms and provisions hereof and provided further that such third party assignee or transferee shall have adequate technical and financial capability to comply with the foregoing terms and provisions hereof and applicable law. Upon the Grantor's receipt of Grantee's thirty (30) day notice of assignment or transfer, and prior to the effective date of the respective assignment or transfer referenced therein, the Grantor shall have the right to commence a legal proceeding to enjoin or otherwise estop such assignment or transfer, provided that, to prevail in any such action, the Grantor shall be required to demonstrate, by a preponderance of the evidence, that the third party assignee or transferee does not possess the hereinbefore specified technical and financial capability.

15. Conditions of Franchise Agreement

This Franchise Agreement is granted and accepted under and subject to all applicable Laws, orders, and regulations now or later adopted. Grantee's performance obligations shall remain subject to Acts of God, fires, strikes, riots, floods, war and other causes beyond Grantee's control.

16. Other Franchises

The franchise granted under this Franchise Agreement is non-exclusive. Grantee acknowledges the Grantor's rights to grant one or more competing franchises. To avoid unfair competition due to disparate franchise obligations, the Grantor will, upon petition of Grantee, modify terms of this Franchise Agreement to adjust or eliminate terms that are more burdensome or costly than the terms of a competing provider's franchise. In considering a modification petition under this section, the Grantor may evaluate Grantee's request in light of the aggregate burdens and costs of each provider's franchise obligations. The Grantor shall provide Grantee with no less than two (2) weeks notice of a scheduled hearing date to consider the application of another cable telecommunications provider. In addition, if another video franchise is authorized the Grantor shall require the new franchisee to reimburse and hold harmless the Grantee from and against all costs and expenses incurred by or on behalf of the Grantee for strengthening poles, replacing poles, rearranging attachments, placing underground facilities and all other costs, including those of Grantor, the Grantee and any utilities, required by inspections, make-ready and construction of an additional cable system in the franchise area. These requirements in no way infringe on the Grantor's ability to require Grantee to accommodate Grantor owned utility requirements as set forth in any applicable pole attachment agreement.

17. Modifications Due to Changes in Laws or Regulations

The Grantor or Grantee may seek modification of this Franchise Agreement due to changes in Federal or state laws or regulations in accordance with the following procedures:

(a) Notice

The party seeking modification shall serve the other party notice of a request for modification under this Section. The notice shall specify (i) the changes in laws or regulations on which the modification request is based, and (ii) the desired modifications.

(b) Mutually Agreeable Modifications

Within 60 days of delivery of the notice, representatives of the Grantor and Grantee shall meet to develop mutually agreeable modifications to the Franchise. Any mutually agreeable modifications shall be presented to the City Commissioners for consideration.

(c) Proposals for Modifications

If the City Manager and Grantee cannot develop a mutually agreeable recommendation for modification within a reasonable time, then the City Manager and Grantee shall submit to the City Commissioners their respective proposals for modification under this Section.

(d) City Commission Action

The City Commission shall review the proposals and comments of interested parties at a public hearing. The City Commission shall then issue a decision concerning any modification to the Franchise Agreement under this Section.

(e) Appeals

Grantee may appeal under applicable law a denial of a modification proposal under this Section.

18. Indemnification

Grantee agrees to indemnify, defend and save the Grantor harmless from and against all third-party claims which may arise out of Grantee's non-performance or breach of the franchise or any negligence involving Grantee's operations thereunder in the Grantor, including all expenses reasonably incurred by the Grantor in defending itself against any claim, action or suit. The Grantor agrees to give Grantee written notice of any claim no later than 4 weeks from the date the Grantor is made aware of the occurrence and to allow Grantee, at Grantee's option, to assume the defense of the claim. This agreement to indemnify is between the Grantor and Grantee and shall not be interpreted or deemed as creating any rights in any third-party.

19. Severability

If any provision of this Franchise Agreement or its application to any person or circumstances is held invalid or is preempted, such invalidity or preemption shall not affect other provisions, sections, subsections or applications of this Franchise Agreement.

20. Rights and Duties of Grantee upon Expiration of Franchise

Upon expiration of this Franchise Agreement, whether by lapse of time, by agreement between Grantee and the Grantor, or by termination, Grantee has the right to remove its Facilities within six (6) months after such expiration or forfeiture. Grantee shall promptly restore the Rights-of-Way from which its Facilities are removed to as good condition as before removal and without cost to the Grantor.

21. Notice to Parties

Notices under this Franchise Agreement shall be in writing and shall be deemed given upon receipt by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

To Grantor:
City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

To Grantee:
~~Baja Broadband Operating Company, LLC~~
TDS BROADBAND SERVICE LLC
525 Junction Rd.
Madison, WI 53717

Attention: City Clerk

Attn: Legal Dept.

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

22. Effectiveness

This Franchise Agreement shall become effective after the following: (i) the Franchise Agreement has been duly approved by the Grantor at a public meeting; and (ii) Grantee has filed a letter of acceptance under Section 23.

23. Grantee Acceptance

Grantee shall, within ninety (90) days from the Agreement Date, file with the City Clerk its written acceptance of all the terms, conditions, and provisions of this Franchise Agreement.

Section 2. Franchise Authority. This franchise is subject to the superior power of any government authority, whether state or federal, having jurisdiction of the premises or exercising regulatory jurisdiction over the Company.

Section 3. Effective Date. This ordinance shall become effective Fifteen (15) days after its enactment; provided the Company, within those Fifteen (15) days, shall have filed with the City Clerk of the Municipality an unconditional acceptance thereof. Within ten (10) days after the filing of the acceptance, the City Clerk shall acknowledge in writing the receipt of the Company's acceptance.

Section 4 Severability Clause. If any section, subsection, sentence, clause, word or phrase of this ordinance is for any reason held to be unconstitutional, illegal or otherwise invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Commission, the Governing Body of the Municipality, hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, word or phrase thereof regardless of any one or more sections, subsections, sentences, clauses, words or phrases being declared unconstitutional or otherwise invalid. All ordinances and agreements or parts thereof in conflict with this ordinance are hereby repealed.

PASSED, ADOPTED AND APPROVED this ____ day of ~~November 2007~~ 20, at a regular meeting of the City Commission for the City of Truth or Consequences, State of New Mexico.

Mayor ~~Lori Montgomery~~ **AMANDA FORRISTER**

ATTEST:

Mary Penner **ANGELA TORRES**, City Clerk

Approved as to Form by Jay **Jaime F.** Rubin City Attorney: _____

ACCEPTANCE OF CITY OF
TRUTH OR CONSEQUENCES ORDINANCE NO. 577 _____

WHEREAS, the City Council of the City of Truth or Consequences, New Mexico, did on the ____ day of November 2007 _____ 20____, enact Ordinance No. 577 _____ entitled: "AN ORDINANCE WHEREBY THE CITY OF TRUTH OR CONSEQUENCES GRANTS ~~BAJA BROADBAND OPERATING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY~~ **TDS BROADBAND SERVICE LLC**, AND ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE FRANCHISE, LICENSE, RIGHT AND PRIVILEGE TO CONSTRUCT, ERECT, OPERATE AND MAINTAIN ITS CABLE BUSINESS WITHIN THE LIMITS OF THE CITY OF TRUTH OR CONSEQUENCES.", and

WHEREAS, said Ordinance was on the ____ day of November 2007 _____ 20____, approved by the City of Truth or Consequences and the seal of said City was duly thereto affixed and attested by the City Clerk.

NOW THEREFORE, in compliance with the terms of said Ordinance as enacted, approved and attested, ~~BAJA BROADBAND OPERATING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY~~ **TDS BROADBAND SERVICE LLC** hereby accepts said Ordinance and files its written acceptance with the City Clerk of the City of Truth or Consequences, New Mexico, in her office.

Dated this ____ day of _____ 2007 20____.

~~BAJA BROADBAND OPERATING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY~~ **TDS BROADBAND SERVICE LLC**

Title:

The foregoing instrument was acknowledged before me this ____ day of October 2007 _____ 20____, by _____, of ~~BAJA BROADBAND OPERATING COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY~~ **TDS BROADBAND SERVICE LLC**

Notary Public My Commission Expires: _____

(Seal)

EXHIBIT "A"

**List of buildings that will receive free cable
service as provided in the Baja TDS BROADBAND SERVICE LLC Cable Franchise**

- City Hall
- Municipal Court
- Water Department
- Electric Department
- Library
- Civic Center
- Senior Center
- Fire Department
- Police Department
- Sanitation Department
- Waste Water Department
- Street Department
- Armory Building
- Hospital
- Fleet Maintenance Department
- Airport



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: I.2

SUBJECT: Resolution No. 22 23/24 Establishing electric rates for the City of Truth or Consequences

DEPARTMENT: City Manager's Office

DATE SUBMITTED: December 7, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bo Easley-Electric Department Manager

Summary/Background:

The Commission approved for the City to procure a rate study to update the rates for the Electric Department and the goal is to gradually work towards equitable cost of service across all classes of electric service users.

Recommendation:

Approval of Resolution

Attachments:

- Electric Rate Resolution
- [Click here to enter text.](#)

Fiscal Impact (Finance): Yes

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agenda 12-13-23

*Amanda Forrister
Mayor*

*Rolf Hechler
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Shelly Harrelson
Commissioner*

*Angie Gonzales
City Manager*

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

RESOLUTION NO. 22 23/24

A RESOLUTION ESTABLISHING ELECTRIC RATES FOR THE CITY OF TRUTH OR CONSEQUENCES

WHEREAS, the City of Truth or Consequences owns and operates the Truth or Consequences Electric Department and is responsible for establishing fees and other charges; and

WHEREAS, The City procured a rate study to update the rates for the Electric Department; and

WHEREAS, the goal of the rate study is to gradually work towards equitable cost of service across all classes of electric service users; and

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Truth or Consequences:

1. The Electric Rates as set forth in Exhibit "A" attached hereto and incorporated herein by this resolution, will be effective immediately upon adoption.
2. The Truth or Consequences Board of Commission or Designee may review the fees set forth in Exhibit A annually.

PASSED, APPROVED AND ADOPTED on this 13th day of December, 2023.

Amanda Forrister, Mayor

Angela Torres, City Clerk-Treasurer

EXHIBIT "A"

Truth or Consequences Electric Rate Schedule

Description	Customer Charge	Base Rate	LV1 Charge	Energy Cost Adjustment (ECA)	ECA \$0.0621
Residential	\$18.00	0.0813	0.1434	per kWh	
City Departments			0.1080	per kWh	
City Street Lights	\$4.75			per kWh	
Mims Street Lights	\$2.12			per kWh	
Small Commercial 1 Phase	\$20.00	0.0888	0.1509	per kWh	
Small Commercial 3 Phase	\$22.00	0.0888	0.1509	per kWh	
Large Commercial 1 Phase	\$150.00	0.0593	0.1214	per kWh	
Large Commercial 3 Phase	\$175.00	0.0593	0.1214	per kWh	
Demand Large Commercial			10.00	per kWh	
Yard Light	\$7.68			per kWh	

There shall be an annual increase equivalent to the CPI (Consumer Price Index) commencing on July 1, 2027.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: I.3

SUBJECT: Discussion/Action - Abatement Resolution No. 24 23/24 – 306 Foch

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Staff is requesting to proceed with abatement procedures. Property is vacant – owner resides in T or C. Property has been thru the Municipal Court process and remanded back to the City. Attempts to work with property owner have been unsuccessful. Code Enforcement will update commission on their process to date.

Recommendation:

Approve resolution for property abatement.

Attachments:

- Resolution 24 23/24
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-13-2023

CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 24 23/24

A RESOLUTION REQUIRING THE PROMPT REMOVAL OF WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE FROM THE PROPERTY AT 306 FOCH STREET, TRUTH OR CONSEQUENCES, NEW MEXICO; FINDING THAT THE PRESENCE OF THE WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE IS A MENACE TO THE PUBLIC COMFORT, HEALTH, SAFETY AND WELFARE; PROVIDING THAT THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY MAY FILE WRITTEN OBJECTIONS TO THIS RESOLUTION AND SEEK A HEARING BEFORE THE GOVERNING BODY, AS PROVIDED BY STATUTE; AUTHORIZING THE CITY MANAGER TO REMOVE THE ACCUMULATED RUBBISH, WRECKAGE AND DEBRIS FROM THE PROPERTY AND DISPOSE OF IT IF THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY DOES NOT TIMELY DO SO; PROVIDING THAT THE CITY OF TRUTH OR CONSEQUENCES SHALL RECOVER ITS COSTS INCURRED FOR THE REMOVAL AND DISPOSAL OF THE WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE AS AND TO THE EXTENT PROVIDED BY STATUTE.

WHEREAS, it has been brought to the attention of the City Commission, the governing body (hereinafter, "Governing Body") of the City of Truth or Consequences (the "City") that since at least February 8, 2022 there has existed an accumulation of rubbish, wreckage, junk, auto parts and debris on the residential property at 306 Foch Street (the "Property"), which is located within the City; and

WHEREAS, on information and belief the Property is owned by Antonio Montoya, Alex and Ofelia Ramos (hereinafter "Owner"); and

WHEREAS, the Governing Body is reliably informed that the presence of the accumulated junk, auto parts, rubbish, wreckage and debris violates the City's ordinances relating to the use of residential property and, in particular, violates Section 6-72, Section 6-77, and Section 6-78, of the City's Code of Ordinances, prohibiting the accumulation and presence of materials that would inhibit reasonable egress from the Property and reasonable access to the property by the Fire Department in the event of fire or other emergency; and

WHEREAS, for the foregoing reasons the Governing Body finds that the presence of the accumulated rubbish, wreckage and debris constitutes a menace to the public comfort, health, safety and welfare, and may also be a fire hazard and the risk imposed on adjacent properties and public rights of way in the event of fire or other emergency, and must therefore be removed from the Property to protect the public health, safety and welfare; and

WHEREAS, the Governing Body has authority to require the removal and disposal of the accumulated rubbish, wreckage and debris from the Property pursuant to Section 3-18-5, NMSA 1978, and the procedures and safeguards set forth in this Resolution; and

WHEREAS, pursuant to Section 3-18-5(F) NMSA 1978, the costs incurred by the City for the removal and disposal of the accumulated rubbish, wreckage and debris shall constitute a lien on the Property where it is located, which lien may be foreclosed in accordance with Sections 3-36-1 through 3-36-6, NMSA 1978.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Truth or Consequences, New Mexico, that:

1. By this Resolution and in accordance with Section 3-18-5, NMSA 1978, Owner is ordered to promptly remove all accumulated rubbish, wreckage and debris from the Property and either dispose of it or, to the extent any of it may be usable for any purpose, Owner may store it safely in an appropriate legal location outside the City, or within the City in a location where storage of such materials is permitted under the City's Code of Ordinances and in accordance with the requirements of all applicable City ordinances.

2. Removal of the accumulated rubbish, wreckage and debris shall commence and be completed no later than ten (10) business days following service of this Resolution upon Owner, which service shall be deemed complete upon the mailing of a copy of this Resolution to Owner at his last known mailing address and the posting of a copy of this Resolution on the Property. The removal may also include any and all obstructions that may inhibit the City to perform its removal.

3. In the event that removal of the accumulated rubbish, wreckage and debris is not commenced and completed by or on behalf of Owner within the time period specified herein or such extension or extensions of time as may be lawfully required in accordance with Section 3-18-5, NMSA 1978, then the City Manager shall and is hereby instructed to cause the removal and disposal of the rubbish, wreckage and debris in the manner provided by Section 3-18-5, NMSA 1978. As provided in Section 3-18-5(F), the reasonable costs incurred by the City to remove and dispose of the rubbish, wreckage and debris, and thus to bring the Property into compliance with applicable City ordinances and regulations so that it no longer impairs the public health, safety and welfare, shall be a lien upon the Property and shall be foreclosed in the manner provided by Sections 3-36-1 through 3-36-6, NMSA 1978.

4. If the Owner or any occupant of the Property or agent of the Owner of the Property objects to this Resolution or any provision hereof, such Owner, occupant or agent may, within ten (10) days following service of this Resolution as provided herein, file written objections in the office of the City Clerk of the City of Truth or Consequences and the City will thereupon provide for a hearing before the Governing Body to consider this Resolution and the objections, in accordance with Section 3-18-5(D), NMSA 1978.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Truth or Consequences, New Mexico, this ____ day of _____, 2023.

APPROVED:

AMANDA FORRISTER - Mayor

ATTEST:



Exb. DA

306 Nfoch

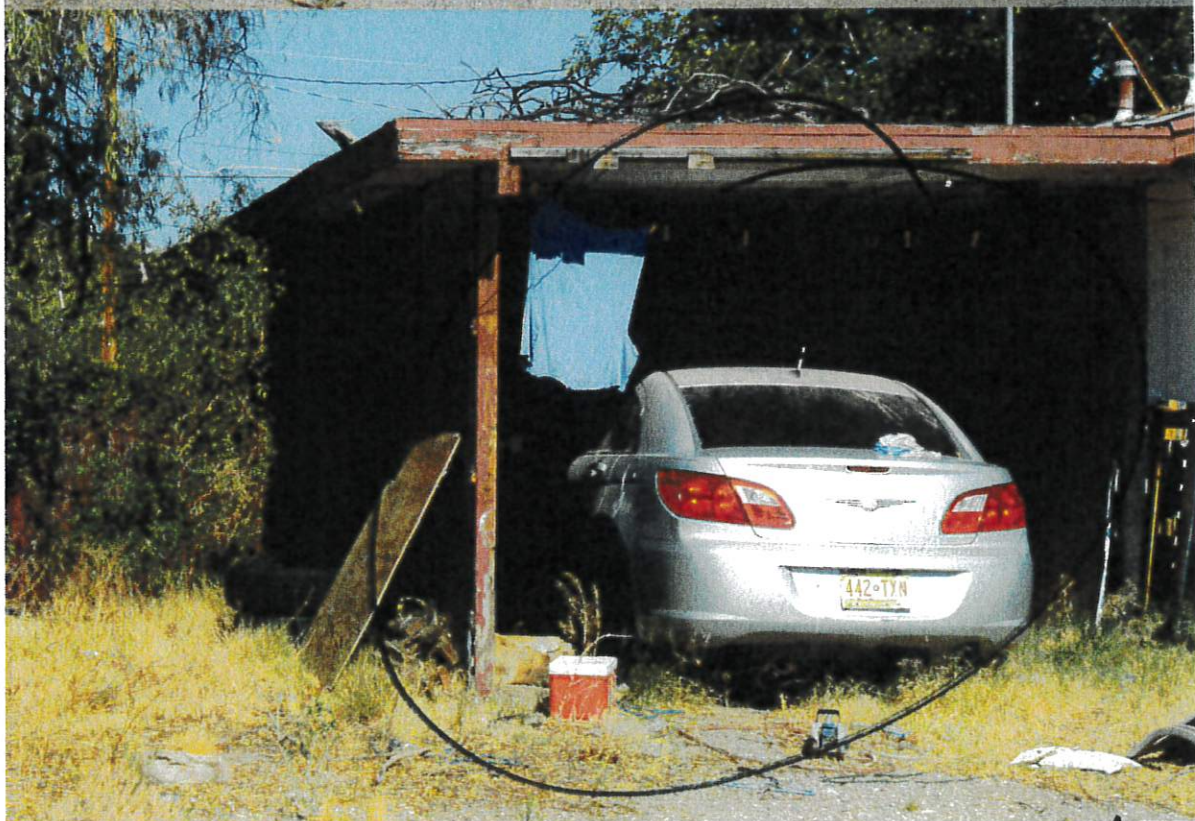
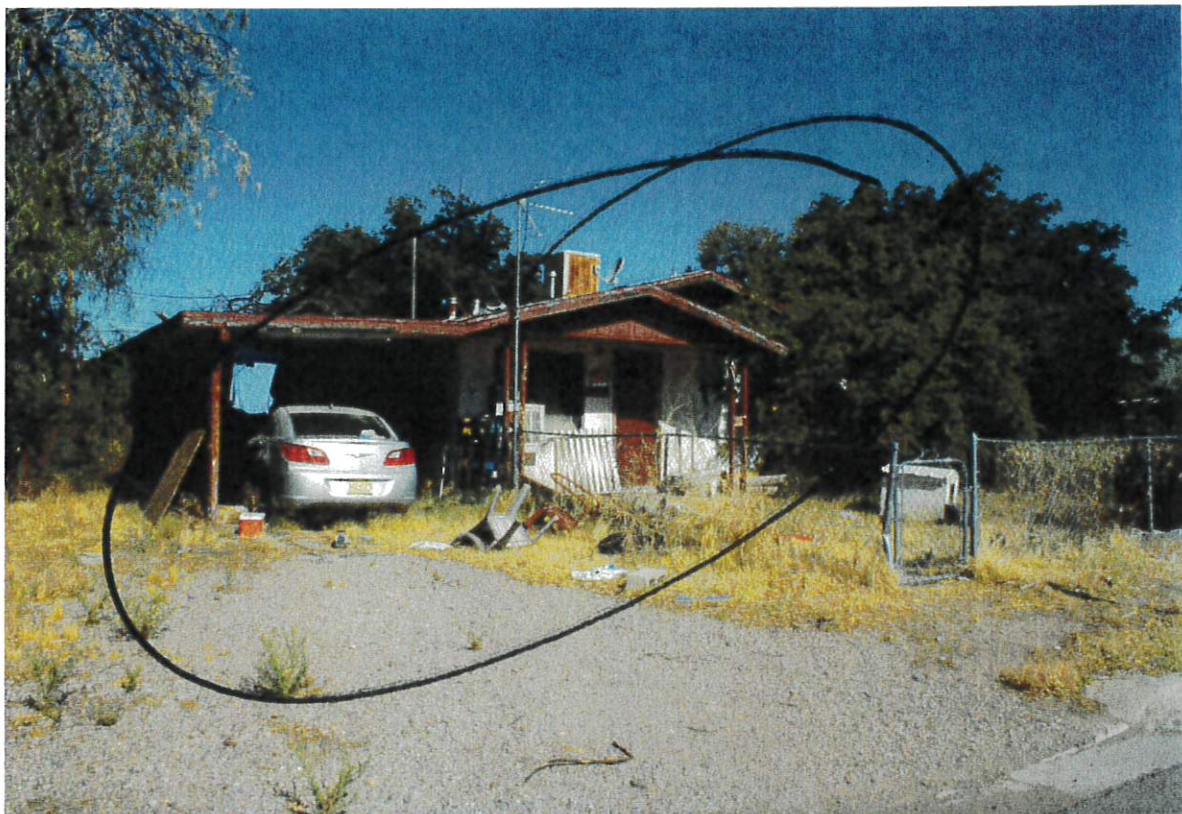
9/5/23



ExbB

306 Nfoch

9/5/23



Exb-17

306 Foch

7/3/23



Exb B

306 Foch

7/3/23



Exb A

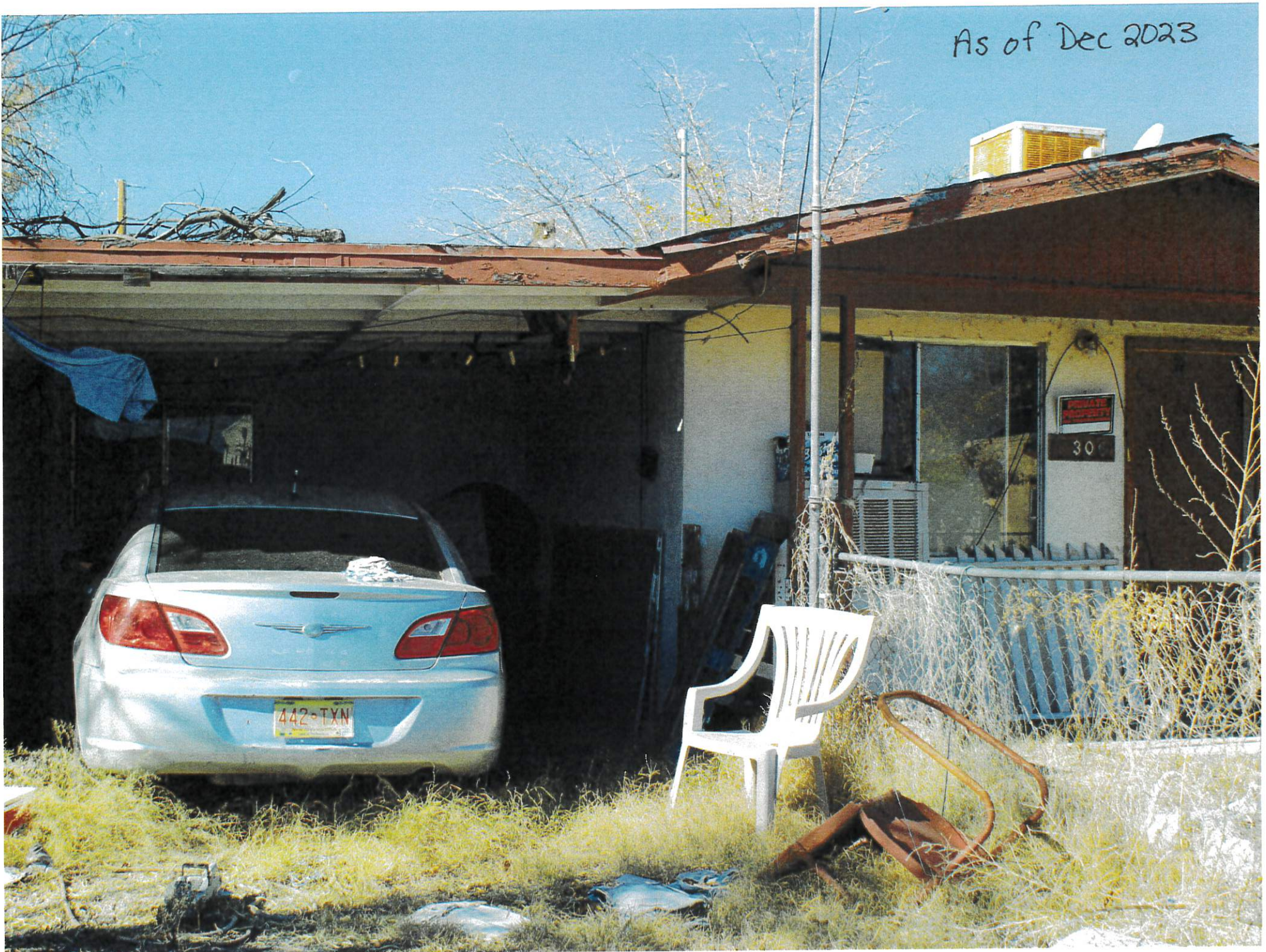
306 n foch

24 Mar 202;

As of Dec 2023



As of Dec 2023



As of Dec 2023





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: I.4

SUBJECT: Discussion/Action -Property Abatement Resolution No. 25 23/24 and Dangerous Structure Resolution 26 23/24 709 Broad

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Staff is requesting to proceed with abatement procedures. Property is vacant – owner lives out of County. Numerous attempts to work with property owner have been unsuccessful. Code Enforcement will update commission on their process to date.

Recommendation:

Approve Resolution 25 23/24

Approve Resolution 26 23/24

Attachments:

- Resolution 25 23/24
- Resolution 26 23/24
- Property Pictures
- Dangerous Structure Property Checklist – Exhibit 1

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-13-23

CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 25 23/24

A RESOLUTION REQUIRING THE PROMPT REMOVAL OF WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE FROM THE PROPERTY AT 709 BROAD STREET, TRUTH OR CONSEQUENCES, NEW MEXICO; FINDING THAT THE PRESENCE OF THE WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE IS A MENACE TO THE PUBLIC COMFORT, HEALTH, SAFETY AND WELFARE; PROVIDING THAT THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY MAY FILE WRITTEN OBJECTIONS TO THIS RESOLUTION AND SEEK A HEARING BEFORE THE GOVERNING BODY, AS PROVIDED BY STATUTE; AUTHORIZING THE CITY MANAGER TO REMOVE THE ACCUMULATED RUBBISH, WRECKAGE AND DEBRIS FROM THE PROPERTY AND DISPOSE OF IT IF THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY DOES NOT TIMELY DO SO; PROVIDING THAT THE CITY OF TRUTH OR CONSEQUENCES SHALL RECOVER ITS COSTS INCURRED FOR THE REMOVAL AND DISPOSAL OF THE WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE AS AND TO THE EXTENT PROVIDED BY STATUTE.

WHEREAS, it has been brought to the attention of the City Commission, the governing body (hereinafter, "Governing Body") of the City of Truth or Consequences (the "City") that since at least July 11, 2023 there has existed an accumulation of rubbish, wreckage, junk, auto parts and debris on the residential property at 709 Broad Street (the "Property"), which is located within the City; and

WHEREAS, on information and belief the Property is owned by Bibiana Gower (hereinafter "Owner"); and

WHEREAS, the Governing Body is reliably informed that the presence of the accumulated junk, auto parts, rubbish, wreckage and debris violates the City's ordinances relating to the use of residential property and, in particular, violates Section 6-72, Section 6-74, Section 6-77, Section 6-75, Section 6-78, Section 6-52, and Section 4-229 of the City's Code of Ordinances, prohibiting the accumulation and presence of materials that would inhibit reasonable egress from the Property and reasonable access to the property by the Fire Department in the event of fire or other emergency; and

WHEREAS, for the foregoing reasons the Governing Body finds that the presence of the accumulated rubbish, wreckage and debris constitutes a menace to the public comfort, health, safety and welfare, and may also be a fire hazard and the risk imposed on adjacent properties and

public rights of way in the event of fire or other emergency, and must therefore be removed from the Property to protect the public health, safety and welfare; and

WHEREAS, the Governing Body has authority to require the removal and disposal of the accumulated rubbish, wreckage and debris from the Property pursuant to Section 3-18-5, NMSA 1978, and the procedures and safeguards set forth in this Resolution; and

WHEREAS, pursuant to Section 3-18-5(F) NMSA 1978, the costs incurred by the City for the removal and disposal of the accumulated rubbish, wreckage and debris shall constitute a lien on the Property where it is located, which lien may be foreclosed in accordance with Sections 3-36-1 through 3-36-6, NMSA 1978.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Truth or Consequences, New Mexico, that:

1. By this Resolution and in accordance with Section 3-18-5, NMSA 1978, Owner is ordered to promptly remove all accumulated rubbish, wreckage and debris from the Property and either dispose of it or, to the extent any of it may be usable for any purpose, Owner may store it safely in an appropriate legal location outside the City, or within the City in a location where storage of such materials is permitted under the City's Code of Ordinances and in accordance with the requirements of all applicable City ordinances.

2. Removal of the accumulated rubbish, wreckage and debris shall commence and be completed no later than ten (10) business days following service of this Resolution upon Owner, which service shall be deemed complete upon the mailing of a copy of this Resolution to Owner at his last known mailing address and the posting of a copy of this Resolution on the Property. The removal may also include any and all obstructions that may inhibit the City to perform its removal.

3. In the event that removal of the accumulated rubbish, wreckage and debris is not commenced and completed by or on behalf of Owner within the time period specified herein or such extension or extensions of time as may be lawfully required in accordance with Section 3-18-5, NMSA 1978, then the City Manager shall and is hereby instructed to cause the removal and disposal of the rubbish, wreckage and debris in the manner provided by Section 3-18-5, NMSA 1978. As provided in Section 3-18-5(F), the reasonable costs incurred by the City to remove and dispose of the rubbish, wreckage and debris, and thus to bring the Property into compliance with applicable City ordinances and regulations so that it no longer impairs the public health, safety and welfare, shall be a lien upon the Property and shall be foreclosed in the manner provided by Sections 3-36-1 through 3-36-6, NMSA 1978.

4. If the Owner or any occupant of the Property or agent of the Owner of the Property objects to this Resolution or any provision hereof, such Owner, occupant or agent may, within ten (10) days following service of this Resolution as provided herein, file written objections in the office of the City Clerk of the City of Truth or Consequences and the City will thereupon provide for a hearing before the Governing Body to consider this Resolution and the objections, in accordance with Section 3-18-5(D), NMSA 1978.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Truth or Consequences, New Mexico, this ____ day of _____, 2023.

APPROVED:

AMANDA FORRISTER - Mayor

ATTEST:

CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 26 23/24

A RESOLUTION FINDING THE PROPERTY AT 709 BROAD, TRUTH OR CONSEQUENCES, NM, TO BE A DANGEROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.

WHEREAS, the City of Truth or Consequences wishes to pursue the removal of dangerous and unsafe structures within the City, and;

WHEREAS, pursuant to City Code Chapter 4, Article IV Section 4-226 through 4-235 regarding dangerous and unsafe structures, City administration has identified the structure located at 709 Broad to be a dangerous building. The violations include, but are not necessarily limited to, those items listed in the _____ Inspection Report, a copy of which is attached hereto as Exhibit 1.

WHEREAS, the City has followed all of the required procedures as follows:

1. Certified letters were sent stating the violation and action to be taken by the owner(s).
2. The certified letters were duly sent to all those known to have an interest in the property.
The certified letters were not claimed.
3. The owners were allowed 15 days from receipt of the letter to take action.
4. As no action had been taken after 15 days, the property was posted with a condemnation notice.
5. Commission action is now needed to approve the demolition of the structure(s), and;

WHEREAS, the City has followed all of the required procedures for notification as described in City Code for the removal of the structure(s).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF TRUTH OR CONSEQUENCES, NEW MEXICO:

The City of Truth or Consequences through its Governing Body agrees to direct staff to take all actions necessary to implement the removal of structure(s) at 709 Broad, Truth or Consequences NM.

The City may also claim and record a lien for the reasonable cost of removal of the structure(s) and related materials, and associated legal fees plus interest.

Any entity who can establish an ownership interest in the above-described premises has the right to file an objection to this Resolution with the City Clerk's office located at 505 Sims, Truth or Consequences, NM. Said objection must be filed within ten (10) days of the Resolution being served upon those claiming an interest, or if no such person can be found, then ten (10) days from the date of publication. A copy of the Resolution shall also be posted on the premises.

If a timely objection is filed, the City Commission will schedule a hearing to decide the merits of the objection.

PASSED, APPROVED AND ADOPTED THIS __ DAY OF _____, 2023.

CITY OF TRUTH OR CONSEQUENCES

By_____

Amanda Forrister, Mayor

ATTEST:

Angela Torres, City Clerk



Exb- A

709 Broad

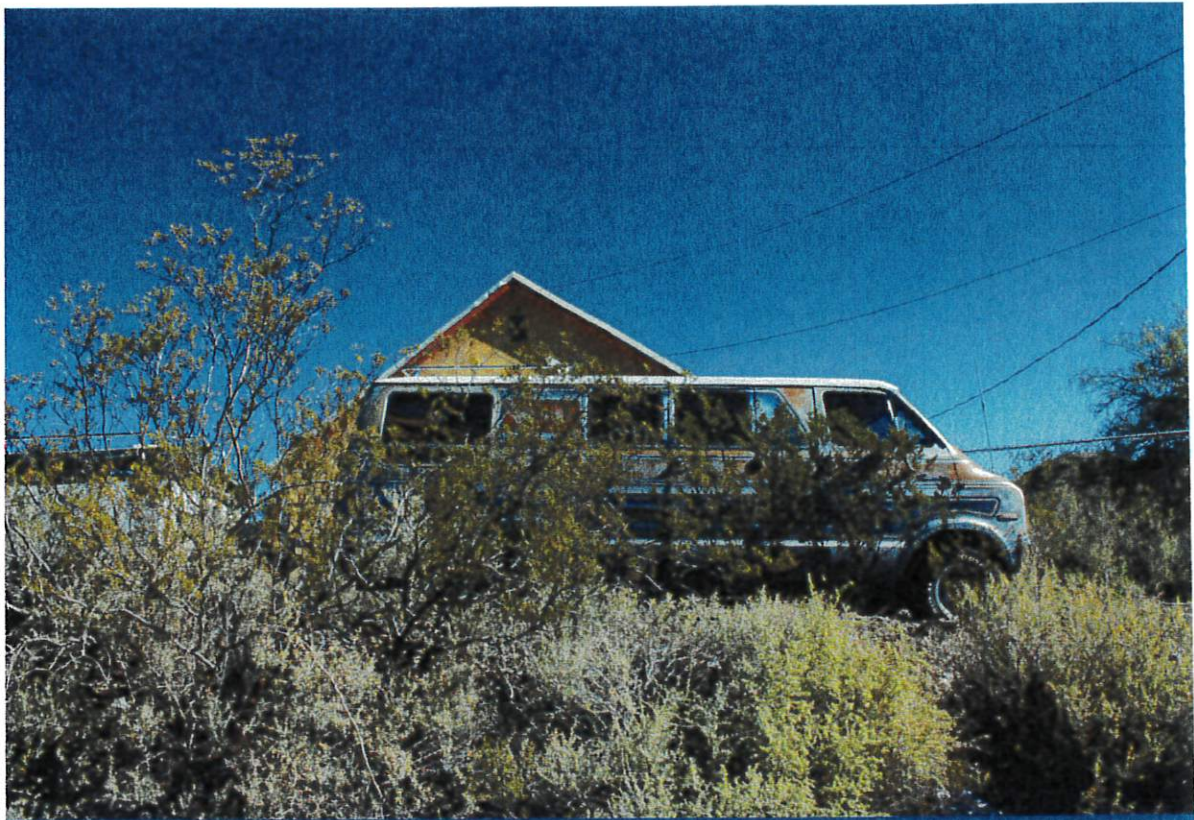
9/5/23



Exb-13

709 Broad

9/15/23



Exb-C

709 Broad

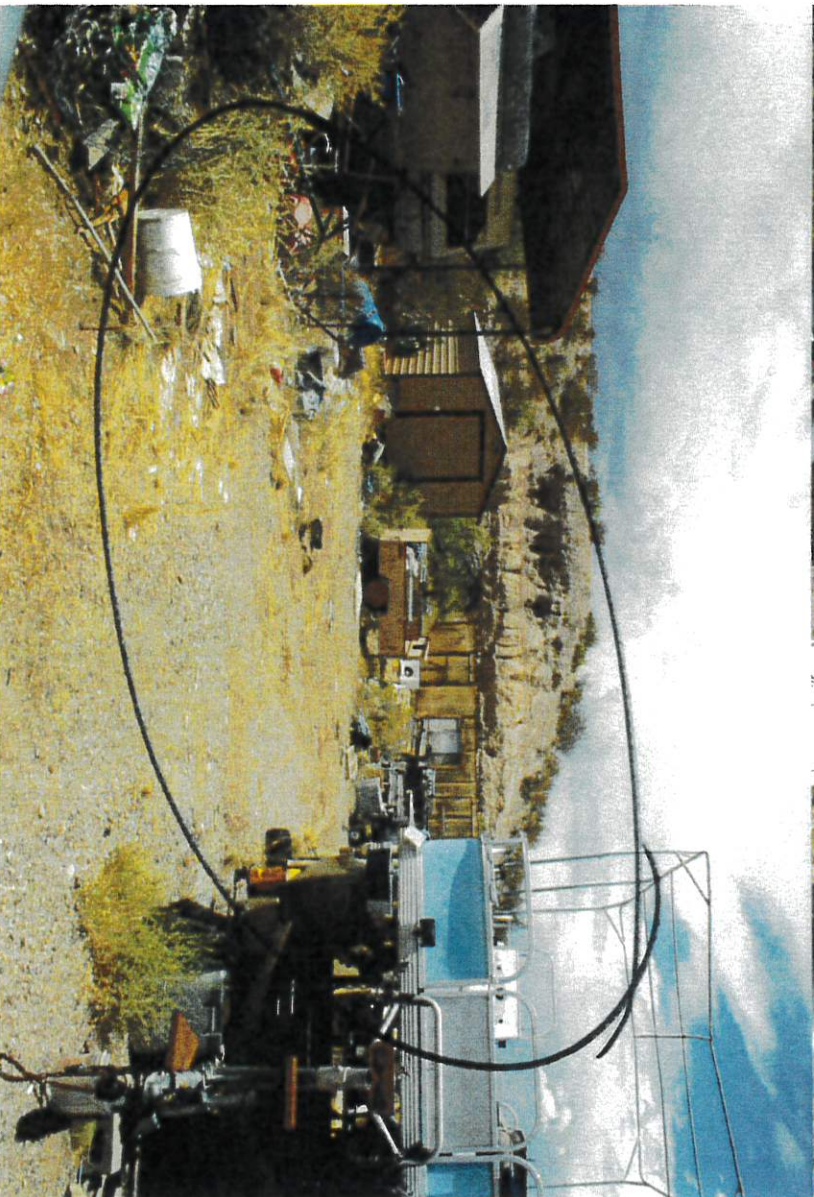
9/5/23



EXB-D

709 Broad

9/5/23



Exb-19

709 Broad

7/10/23



7/10/23

709 Broad

7/10/23



Exb-C

709 Broad

7/10/23



Exb-D

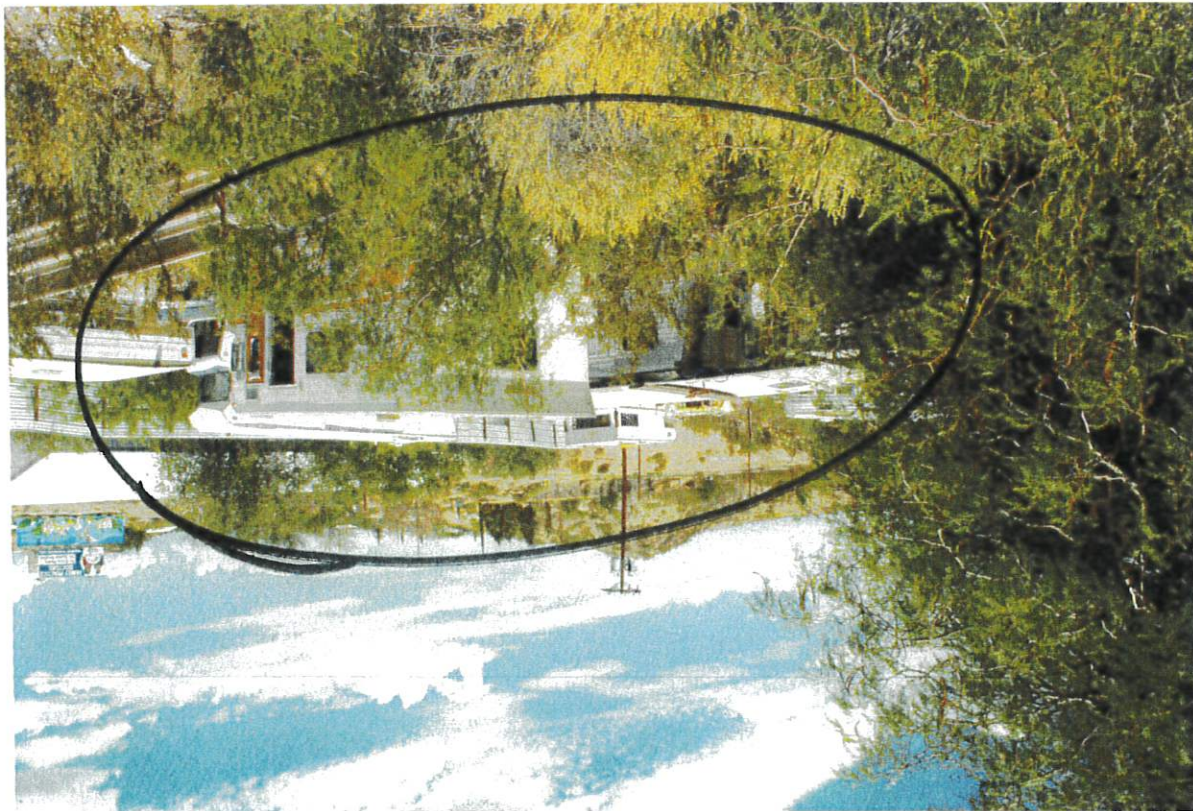
709 Broad

711023

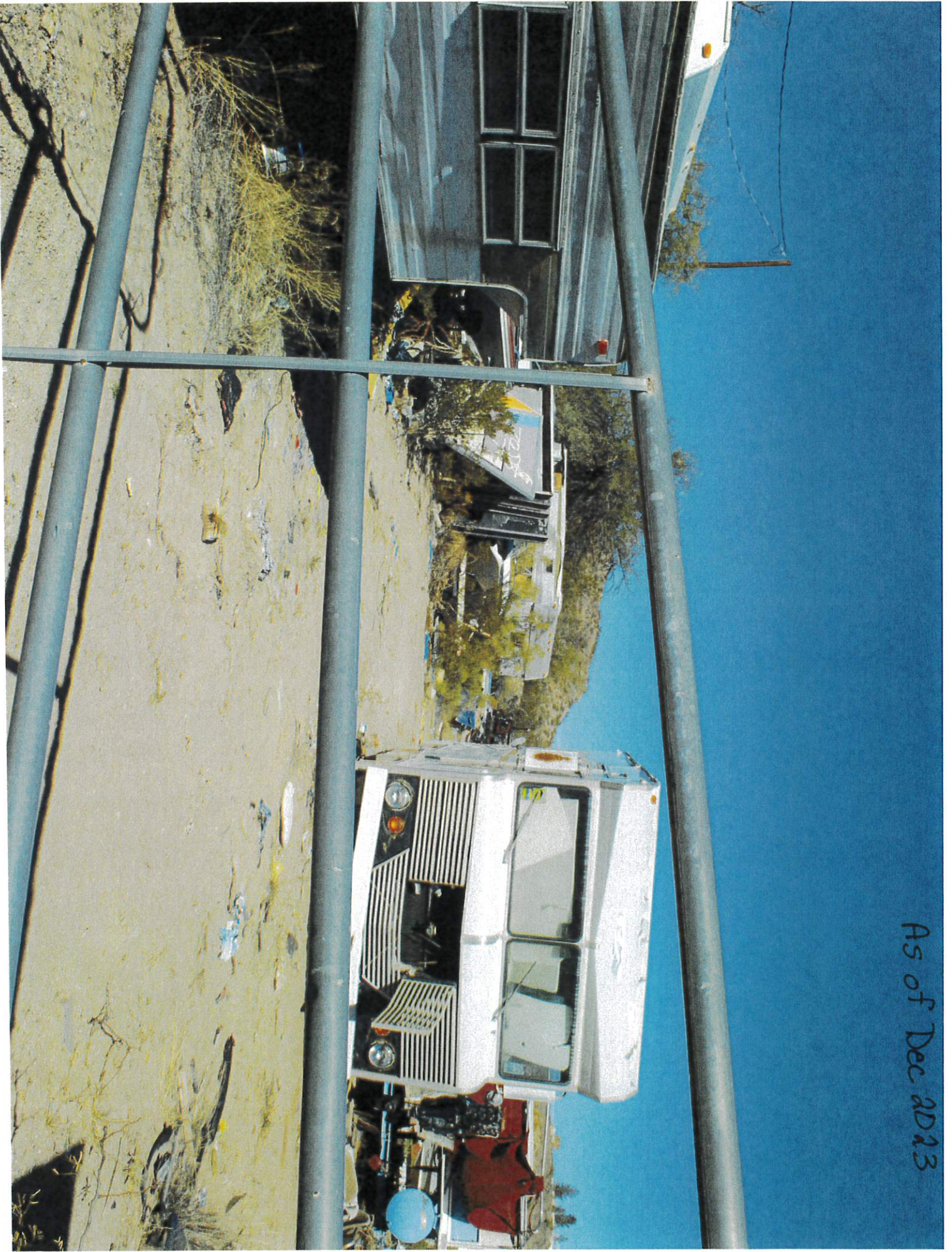
Exb-E

709 Broad

7/10/23



As of Dec 2023



As of Dec 2023



As of Dec 2023



As of Dec 2023



PROPERTY INSPECTION CHECKLIST

Inspection Date February 2023 Address 709 Broad Truth or Consequences, NM 87901

- ✗ Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.
- ✗ The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
 - Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
 - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
 - Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code.
 - The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
- ✗ The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- ✗ Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

- ✗ A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- ✗ Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: I.5

SUBJECT: Discussion/Action -Abatement Resolution No. 26 23/24 – 4100 East 3rd

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Staff is requesting to proceed with abatement procedures. Property is occupied with current owner. Numerous attempts by code enforcement to clean the property have been unsuccessful. Code Enforcement will update commission on their process to date.

Recommendation:

Approve Resolution

Attachments:

- Resolution 26 23/24
- Pictures

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-13-23



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: I.5

SUBJECT: Discussion/Action -Abatement Resolution No. 26 23/24 – 4100 East 3rd

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

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Recommendation:

Approve Resolution

Attachments:

- Resolution 26 23/24
- Pictures

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-13-23

CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 26 23/24

A RESOLUTION REQUIRING THE PROMPT REMOVAL OF WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE FROM THE PROPERTY AT 4100 EAST THIRRD STREET, TRUTH OR CONSEQUENCES, NEW MEXICO; FINDING THAT THE PRESENCE OF THE WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE IS A MENACE TO THE PUBLIC COMFORT, HEALTH, SAFETY AND WELFARE; PROVIDING THAT THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY MAY FILE WRITTEN OBJECTIONS TO THIS RESOLUTION AND SEEK A HEARING BEFORE THE GOVERNING BODY, AS PROVIDED BY STATUTE; AUTHORIZING THE CITY MANAGER TO REMOVE THE ACCUMULATED RUBBISH, WRECKAGE AND DEBRIS FROM THE PROPERTY AND DISPOSE OF IT IF THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY DOES NOT TIMELY DO SO; PROVIDING THAT THE CITY OF TRUTH OR CONSEQUENCES SHALL RECOVER ITS COSTS INCURRED FOR THE REMOVAL AND DISPOSAL OF THE WEEDS, JUNK, TRASH, AUTO PARTS AND REFUSE AS AND TO THE EXTENT PROVIDED BY STATUTE.

WHEREAS, it has been brought to the attention of the City Commission, the governing body (hereinafter, "Governing Body") of the City of Truth or Consequences (the "City") that since at least June 23, 2023 there has existed an accumulation of rubbish, wreckage, junk, auto parts and debris on the residential property at 709 Broad Street (the "Property"), which is located within the City; and

WHEREAS, on information and belief the Property is owned by Dustin De La Torre, Paul Del La Torre and Ada Brown (hereinafter "Owners"); and

WHEREAS, the Governing Body is reliably informed that the presence of the accumulated junk, auto parts, rubbish, wreckage and debris violates the City's ordinances relating to the use of residential property and, in particular, violates Section 6-52, Section 6-72, Section 6-75, Section 6-77, and Section 7-32 of the City's Code of Ordinances, prohibiting the accumulation and presence of materials that would inhibit reasonable egress from the Property and reasonable access to the property by the Fire Department in the event of fire or other emergency; and

WHEREAS, for the foregoing reasons the Governing Body finds that the presence of the accumulated rubbish, wreckage and debris constitutes a menace to the public comfort, health, safety and welfare, and may also be a fire hazard and the risk imposed on adjacent properties and public rights of way in the event of fire or other emergency, and must therefore be removed from the Property to protect the public health, safety and welfare; and

WHEREAS, the Governing Body has authority to require the removal and disposal of the accumulated rubbish, wreckage and debris from the Property pursuant to Section 3-18-5, NMSA 1978, and the procedures and safeguards set forth in this Resolution; and

WHEREAS, pursuant to Section 3-18-5(F) NMSA 1978, the costs incurred by the City for the removal and disposal of the accumulated rubbish, wreckage and debris shall constitute a lien on the Property where it is located, which lien may be foreclosed in accordance with Sections 3-36-1 through 3-36-6, NMSA 1978.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Truth or Consequences, New Mexico, that:

1. By this Resolution and in accordance with Section 3-18-5, NMSA 1978, Owner is ordered to promptly remove all accumulated rubbish, wreckage and debris from the Property and either dispose of it or, to the extent any of it may be usable for any purpose, Owner may store it safely in an appropriate legal location outside the City, or within the City in a location where storage of such materials is permitted under the City's Code of Ordinances and in accordance with the requirements of all applicable City ordinances.

2. Removal of the accumulated rubbish, wreckage and debris shall commence and be completed no later than ten (10) business days following service of this Resolution upon Owner, which service shall be deemed complete upon the mailing of a copy of this Resolution to Owner at his last known mailing address and the posting of a copy of this Resolution on the Property. The removal may also include any and all obstructions that may inhibit the City to perform its removal.

3. In the event that removal of the accumulated rubbish, wreckage and debris is not commenced and completed by or on behalf of Owner within the time period specified herein or such extension or extensions of time as may be lawfully required in accordance with Section 3-18-5, NMSA 1978, then the City Manager shall and is hereby instructed to cause the removal and disposal of the rubbish, wreckage and debris in the manner provided by Section 3-18-5, NMSA 1978. As provided in Section 3-18-5(F), the reasonable costs incurred by the City to remove and dispose of the rubbish, wreckage and debris, and thus to bring the Property into compliance with applicable City ordinances and regulations so that it no longer impairs the public health, safety and welfare, shall be a lien upon the Property and shall be foreclosed in the manner provided by Sections 3-36-1 through 3-36-6, NMSA 1978.

4. If the Owner or any occupant of the Property or agent of the Owner of the Property objects to this Resolution or any provision hereof, such Owner, occupant or agent may, within ten (10) days following service of this Resolution as provided herein, file written objections in the office of the City Clerk of the City of Truth or Consequences and the City will thereupon provide for a hearing before the Governing Body to consider this Resolution and the objections, in accordance with Section 3-18-5(D), NMSA 1978.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Truth or Consequences, New Mexico, this ____ day of _____, 2023.

APPROVED:

AMANDA FORRISTER - Mayor

ATTEST:



Exb A

4100 E Third

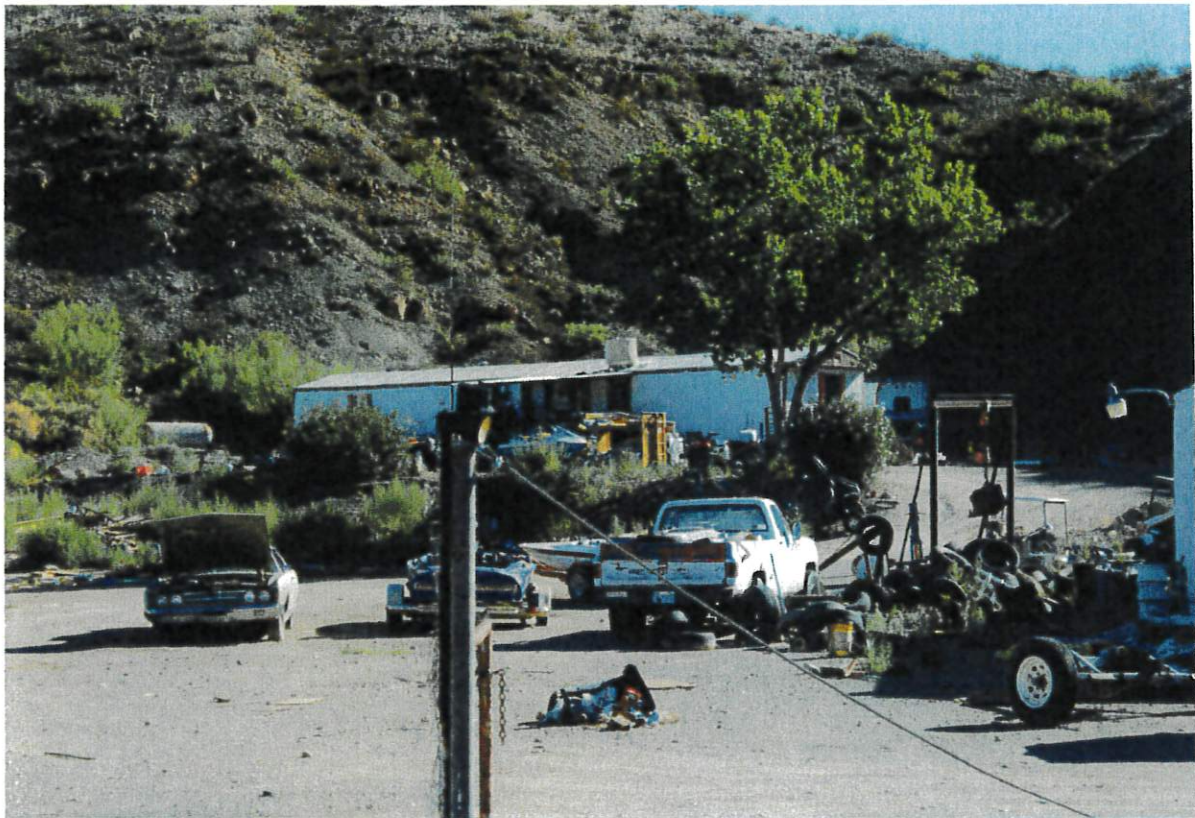
9/5/23



Exb B

4100 E Third

9/5/23



Exb-C

4100 E Third

9/5/23



Exb A

4100 E Third

23 Jun
2023



Exb- B

4100 E Third

23 June
2023



Exb C

4100 E Third

23 June
2023

As of Dec. 2023



As of Dec 2023



As of Dec 2023





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: I.6

SUBJECT: Amended Resolution No. 21 23/24 Declaring a disaster in the City of Truth or Consequences related to waterline infrastructure failure.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: December 8, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

Amended Resolution Declaring a disaster in the City of Truth or Consequences related to waterline infrastructure failure.

Recommendation:

Approve Resolution

Attachments:

- Amended Resolution No. 21 23/24
- [Click here to enter text.](#)

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 12-13-23

*Amanda Forrister
Mayor*

*Rolf Hechler
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Shelly Harrelson
Commissioner*

*Angie Gonzales
City Manager*

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

AMENDED
RESOLUTION # 21 23/24

DECLARING A DISASTER IN THE CITY OF TRUTH OR CONSEQUENCES RELATED
TO WATER LINE INFRASTRUCTURE FAILURE.

WHEREAS, the City of Truth or Consequences Board of Commissioners met upon notice of the regularly scheduled meeting on December 13, 2023; and,

WHEREAS, NMSA 1978, Section 3-18-1, et seq. provides that Municipalities have the power to, “provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of its inhabitants”; and,

WHEREAS, the Cook Street Booster Station electronic control panel has been problematic for a few weeks prior to the following incident. The water wells had to be shut down to make the necessary repairs. The main electronic motor would not start, and when it finally started to run, a breaker was tripped and the motor caught fire. The motor was replaced with the spare motor but it also would not start. The problem was in the electronic panel, it took extra time to troubleshoot and repair; meanwhile the water levels in the storage tanks went to critical levels.

WHEREAS, if a Fire incident or emergency had occurred, the City did not have the resources necessary to adequately protect the population due to the lack of water in the water tanks.

WHEREAS, the City of Truth or Consequences has experienced over 400 water leaks in calendar year 2022. The water lines are over 60 years old and have grossly exceeded their usual life span. The city’s water system is losing over 20% of the water pumped and that relates to losing revenue needed to fix the water lines; and,

WHEREAS, the water line leaks are causing significant damage to all the other infrastructure in the City. The streets are being eroded from the leaks. The running water is damaging electric poles and private property; and,

WHEREAS, the water leaks flooding the roadways has resulted in hardship and threatens the safety, health, welfare and well-being of the citizens and local economy of the City of Truth or Consequences; and,

WHEREAS, the City has prioritized the Critical Waterline Replacement as #1 in the FY 2025-2029 Infrastructure Capital Improvement Plan; and,

WHEREAS, all local and private resources available to mitigate and alleviate the effects of this disaster have been insufficient to meet the needs of the disaster, make needed repairs, and protect the public health for water needs; and,

WHEREAS, Section 12-10-17, NMSA (1978), empowers the governing body to proclaim that a public disorder, disaster or emergency affects life or property within the municipality to such an event that a state of emergency exists.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Truth or Consequences by virtue of the authority by the All-Hazard Emergency Management Act NMSA 1978, 12-10-1, et seq. does hereby declare the City of Truth or Consequences to be in a state of Emergency and Disaster for the purpose of exercising necessary emergency powers, for expending local resources, and for requesting aid, assistance, relief programs, and funding that may be available from the State of New Mexico.

APPROVED, ADOPTED, AND PASSED on this 13th day of December, 2023

Amanda Forrister, Mayor

ATTEST

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.1

SUBJECT: PD Update
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 7, 2023
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: Chief of Police Tavizon

Summary/Background:

PD Update

Recommendation:

Presentation only

Attachments:

- N/A
- [Click here to enter text.](#)

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 12-13-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.2

SUBJECT: Discussion/Action – Property Lease Agreement with Talon Septic, LLC

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Talon Septic would like to lease a section of property near the airport with a potential option to purchase for the purpose of conducting septage operations.

Recommendation:

Attachments:

- Appraisal
- Site Map
- Survey
- Lease
- Exhibit A 14 C.F.R. Part 77.9
- TorC ALP - No development area

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-13-23

**AN APPRAISAL OF
THE FEE SIMPLE INTEREST and GROUND LEASE of
A PROPOSED 7.646 ACRE TRACT WITHIN THE MUNICIPAL AIRPORT
PROPERTY
T or C, SIERRA COUNTY NM**

OCTOBER 13, 2023

**FOR
CITY OF TRUTH OR CONSEQUENCES NEW MEXICO
TRACI ALVAREZ, ASSISTANT CITY MANAGER
505 SIMS ST.
TRUTH OR CONSEQUENCES NEW MEXICO**

**BY
LEE MORRIS
MORRIS APPRAISAL SERVICE INC.
PO BOX 1119
LAS CRUCES, NM 88004**

MORRIS APPRAISAL SERVICES, INC.

SPECIALIZING IN RURAL, FARM AND RANCH PROPERTIES

LEE MORRIS
State Certified – New Mexico
Federal Tax ID #26-3909383

PO Box 1119
LAS CRUCES, NEW MEXICO 88004
(575) / 636-2003

October 13, 2023

City Of Truth or Consequences New Mexico
Traci Alvarez, Assistant City Manager
505 Sims St.
Truth or Consequences New Mexico

PO# 76713

Subject: A proposed 7.646-acre tract on NM Highway 181

Dear Ms. Alvarez,

In accordance with your request, Lee Morris of Morris Appraisal Services Inc. has prepared an appraisal of the fee simple interest in the above property. T or C, Sierra County NM. This appraisal is being prepared to facilitate the client a potential sale or lease. Date of inspection was October 13, 2023, which is the effective date of this appraisal. The appraisal is for the potential sale of the subject or the potential ground lease of the subject property.

Definition:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.” (The Dictionary of Real Estate Appraisal, 4th Ed., page 113)

Lee Morris’ analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. Data was collected and confirmed from credible confidential sources only. This report does not use data from other states but may use data from other cities and counties.

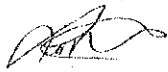
Therefore, by reason of my research of the current market, and by virtue of my experience, I have formed the opinion that the fee simple interest value of the 7.646-acre tract on NM Highway 181, as of the effective date of this report was.: **\$172,500.00.**

ONE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS

GROUND LEASE:

\$13,800.00 ANNUAL RENT FOR THE FIRST 5-YEAR TERM.

Respectfully submitted

A handwritten signature in dark ink, appearing to read 'Lee Morris', with a stylized flourish at the end.

Lee Morris

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Location:	NM Highway 181, Truth or Consequences, Sierra County New Mexico. A portion of the municipal airport property across NM highway 181 and adjacent to the airport.
Land Area:	7.646 acres or 333,059.76 SF
Value Sought:	Market Value, Ground Lease Value
Interest Appraised:	Fee Simple, Ground Lease
Use of Appraisal:	To estimate the market value to assist the client in a potential sale or lease.
Highest & Best Use:	As developed, commercial/industrial.
Zoning:	Airport Overlay Zone, see report in the addendum.
Flood Zone:	The subject is located in area that has not been mapped by FEMA
Reasonable Exposure Time:	One Year
Intended Users:	City of Truth or Consequences
Recent Ownership History:	To the best of my knowledge the subject property is currently not listed for sale. Nor have there been any transfers in the previous three years.
Date of the Report:	October 13, 2023. The subject was personally inspected by the appraiser on this date.
Appraiser:	Lee Morris

APPRAISAL REPORT

SUBJECT: A 7.646-acre tract on NM Highway 181, part of the Municipal Airport Property.
Truth or Consequences, Sierra County New Mexico

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to estimate the market value, as defined, of the subject property, as of the effective date of the appraisal. The property is appraised as if free and clear, and as if without liens and encumbrances.

INTENDED USE OF REPORT:

This appraisal is intended assist the client in a potential sale or ground lease on the subject.

INTENDED USERS OF THE REPORT

The intended users of this report City of Truth or Consequences.

EFFECTIVE DATE OF VALUE: October 13, 2023

DATE OF INSPECTION: October 13, 2023

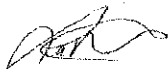
DATE OF REPORT: October 24, 2023

MARKET VALUE ESTIMATE:

Fee Simple \$172,500.00

Ground Lease \$13,800.00 YEARLY

REASONABLE EXPOSURE TIME: One year.



LEE MORRIS, MNAA

LIMITING CONDITIONS AND ASSUMPTIONS

By this notice, all persons and firms reviewing, using or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report. They are prefaces to any certification, definition, fact or analysis, and are intended to establish as a matter of record that my function is to provide a present market value indication for the subject property based upon my observations as to the subject property and real estate market. This appraisal report is an economic study to estimate value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, is not implied.

The liability of Morris Appraisal Services, Inc. and employees and affiliated independent contractors is limited to the client only and to the fee received (total per appraisal). Further, there is no accountability, obligation, or liability to any third party.

The legal description is assumed to be correct as used in this report as furnished by the client, his representative, or as derived by me.

I assume no responsibility for matters legal in character, nor do I render any opinion as to title, which is assumed to be marketable. Unless otherwise stated, all existing liens and encumbrances have been disregarded. The property is appraised as though free and clear and under responsible ownership and competent management.

Any sketches in this report are included to assist the reader in visualizing the property. I have made no survey of the property and assume no responsibility about such matters.

This appraisal is made on the premise that there are no other encumbrances limiting the use of the appraisal property than those herein reported.

The information contained in this report was gathered from seemingly reliable sources, but is in no sense guaranteed.

Possession of this report or any copy of it does not carry with it the right of publication, nor may it be used for other than its intended use. The physical reports remain the property of the appraiser for the use of the client, the fee being for the analytical services only. The client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the public by advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser.

I assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. I assume no responsibility for such conditions or for the engineering required to discover such factors.

The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. I am not an expert in the identification of hazardous substances or detrimental environmental conditions. Routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions, which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey to determine if it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

The contract for appraisal, consultation or analytical service is fulfilled, and the total fee is payable upon completion of the report. The Appraiser(s) or those helping in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

Improvements proposed, if any, on or off-site, as well as any repairs required, are considered, for purposes of this appraisal, to be completed in a good and workmanlike manner according to information submitted and/or considered. In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected.

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. Amount or payment of the fee for services is not contingent on any result, approval amount or other estimates or statements.

I reserve the right to alter statements, analysis, conclusion or any value estimate in the appraisal if there becomes known to me facts pertinent to the appraisal process, which were unknown, when the report was finished. *An additional charge may be owed if this becomes true.*

Acceptance of, and/or use of, this appraisal report by client or any third party constitutes acceptance of the above conditions. My liability extends only to the stated client, not subsequent parties or users of any type, and the total liability of appraiser and firm is limited to the amount of the fee received by appraiser.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described and considered in this report.

It is assumed that the property conforms to all applicable zoning and use regulations and

restrictions unless nonconformity has been identified, described and considered in this report.

EXTRAORDINARY ASSUMPTIONS:

USPAP defines this as a condition, directly related to a specific assignment, as of the effective date of the assignment results, which if found to be false, could alter the appraiser's opinions or conclusions.

For this assignment there are two. First, that information provided to the appraiser is true and correct. Second, the subject is proposed tract of land. It is assumed that the final size will be that of the provided survey.

HYPOTHETICAL CONDITIONS:

USPAP defines this as a condition, directly related to an assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

For this assignment there are none.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS:

Unless otherwise noted, this appraisal was prepared for a party with at least a general knowledge and familiarity of the South-Central New Mexico area. Data used in this report was collected and confirmed from local sources only. This report does not use data from other cities, counties or states and no comparisons were made of the subject property or its environs with other market areas. The appraiser has inspected the subject property. The appraiser has inspected the comparable sale properties.

To develop the opinion of value, the appraiser performed a complete appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice.

This Appraisal Report is a brief recapitulation of the appraiser's data, analyzes, and conclusions. Supporting documentation is retained in the appraiser's file.

SCOPE OF WORK:

This appraisal is being prepared to determine the market value, as defined, of the subject property in the "AS IS" condition. To complete the agreed upon work the following steps were undertaken:

1. Inspection of the subject property.
2. Gathering of data from verifiable sources, both primary and secondary.
3. Investigation of the general economic and demographic conditions to the area and region.
4. Collection and verification of sales from reliable sources.
5. Supply enough information within the report to create a credible report.
6. Include all assumptions, exclusions, and limiting conditions that could have an impact on the final determination of value.
7. Include a signed certification within the report.
8. Due diligence, sufficient data, and analysis are included to meet the needs of the client.

STANDARD APPRAISAL TECHNIQUES BRIEFLY EXPLAINED

There are three distinctly separate approaches in appraising real property that when applied to market data indicate a property's value in its own market. These approaches, or techniques, are commonly distinguished from each other by the nature of the data used; cost, sales, or income. It should be emphasized there that all three approaches to value are based upon the market behavior of buyers and sellers, and therefore, if ample market data is available for all approaches, then each approach should provide a similar estimate of value for the subject. This is the ideal situation, however, and is not often encountered by the appraiser. Therefore, the final value estimate is based upon that approach for which the quantity and quality of market data are most readily available and reliable. A brief explanation of these techniques and their application to this appraisal follows.

Cost Approach to Value:

In the cost approach to value the appraiser estimates the amount of money required to produce an improved property of the same utility as the property being appraised. As an alternative to purchasing the subject property, an informed purchaser is assumed to consider purchasing a vacant tract of land and constructing improvements of the same utility. The basic economic principle of this approach states that no one is justified in paying more for a property than that amount by which he can obtain, by purchase of the site and construction of the improvements, without undue delay, a property of equal desirability and utility. In the application of the cost approach, the current cost of reproducing the improvements is estimated and then accrued depreciation from all sources is deducted. To the depreciated value of the improvements is then added the value of the land to arrive at the indicated value of the property from the cost approach.

Sales Comparison Approach to Value:

The sales comparison approach to value is a process of comparing sales data, that is, the price paid for similar properties, prices asked by owners, and offers made by prospective purchasers willing to buy. The sales data approach is based upon the principle of substitution, which holds that a prudent person will not pay more for a property than it would cost to buy an equally desirable substitute property. The application of the sales comparison approach requires the comparing and rating of the property being appraised with similar properties for which sales data is available. By making adjustments for any physical, functional and location differences, indications are developed of what these comparable properties would have sold for had they possessed the same characteristics as the subject.

Capitalized Net Income Approach to Value:

Real estate represents the present worth of future benefits, which an owner can reasonably anticipate. The income approach to value is a discounting process through which future income expectations are translated to present worth. The income approach is predicated on the assumption that there is a definite relationship between the amount of net income the property can produce and its value. The application of the income approach calls for estimating the economic rent that the property can produce. After estimating the gross income, the provision for vacancy and collection loss is deducted as well as the estimated expenses, which will be incurred in producing this gross income. The expenses estimate must consider the necessary operating expenditures, taxes, insurance, and reserves for replacement of short-lived items. The net income thus derived is then capitalized into an indication of value using a capitalization rate, which is typical for the property being appraised in the current market environment.

Approaches Applicable to this Appraisal:

For this appraisal, only the sales comparison approach to value will be developed. There are no buildings on the subject lots, so the cost approach does not apply. There is no income stream to the land to develop an income capitalization approach.

IDENTIFICATION OF THE APPRAISED PROPERTY:

Type of Property: A proposed vacant tract of land within the municipal airport property.

Location: NM Highway 181, a portion of the Municipal Airport Property. T or C New Mexico.

Legal Description: See attached survey.

Sierra County Assessor Owner No. 1068

Owner of Record: City of Truth or Consequences

Owner ID#: .

Assessed Value:

Land: \$738,471.00 *

- This is for all of the airport property and not just the subject of this report *

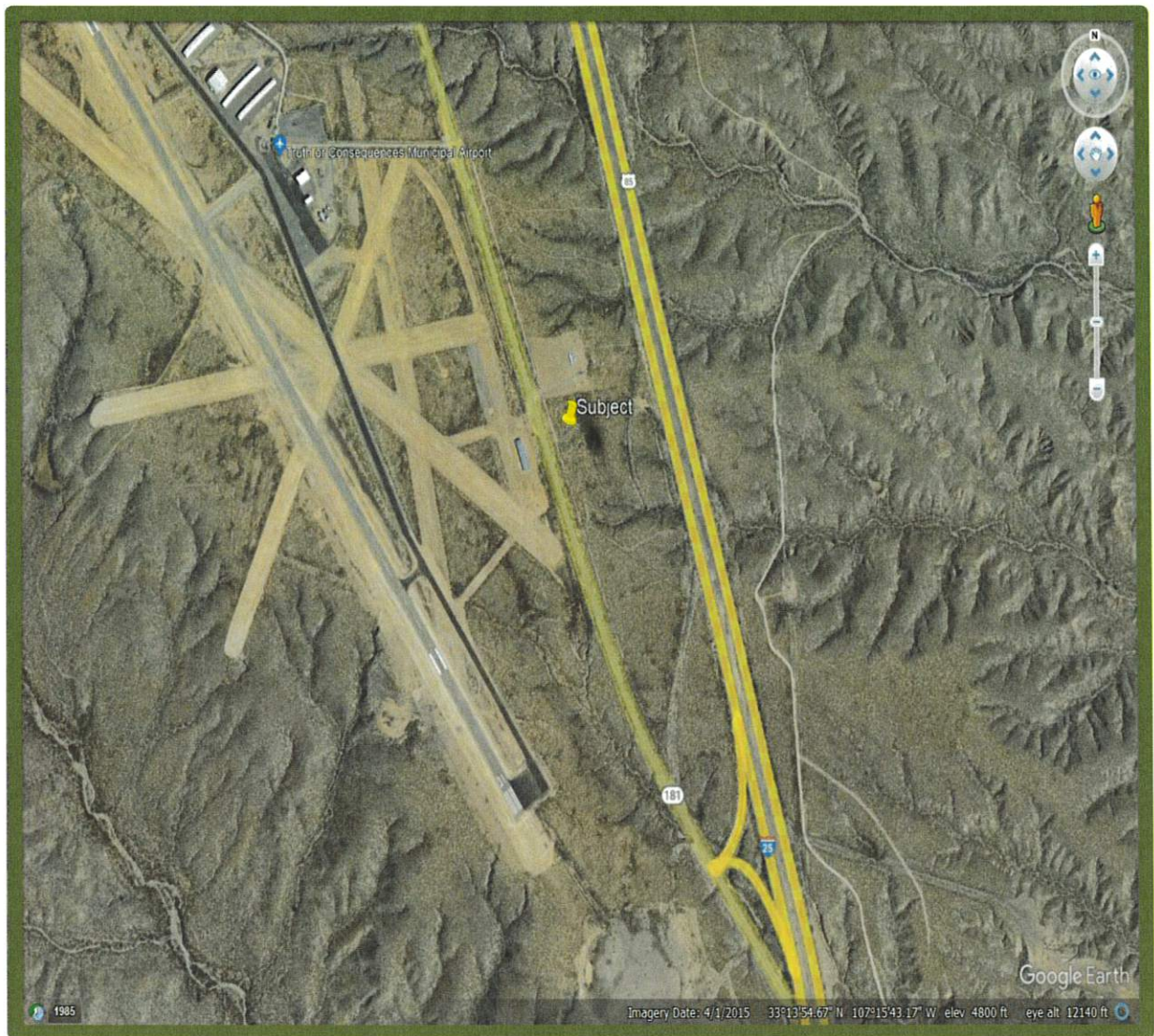
According to the County Assessor the property is exempt.



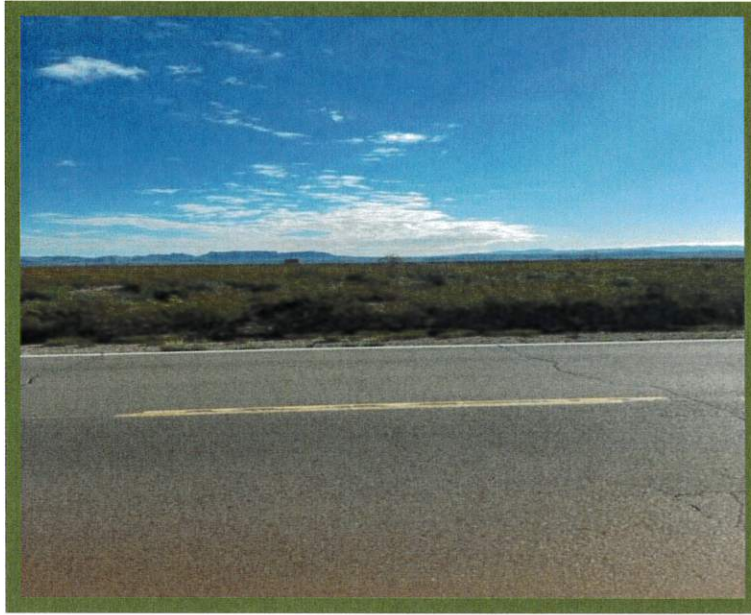
Aerial Map



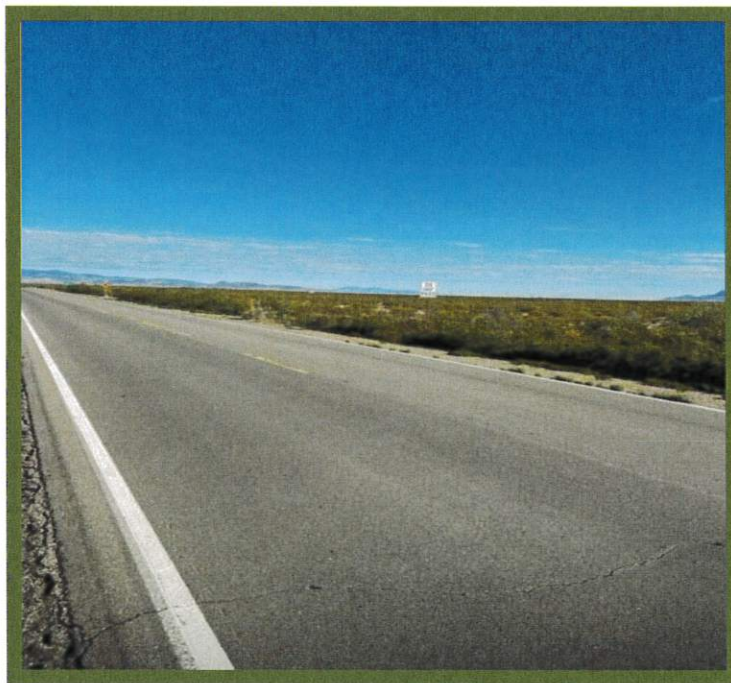
Regional Map



Subject Map



Subject Tract



NM Highway 181

LOCATION DESCRIPTION :

Geographic Influences:

This subject property is located in T or C, Sierra County, New Mexico and approximately 75 miles northwest of Las Cruces, New Mexico. This is a ranching area within the state of New Mexico; most of the employment activities are related to agriculture. Truth or Consequences is the county seat. Sierra County contains approximately 4,236 square miles, which includes approximately 56 square miles of water. Farmland is limited to the southern part of the county in the Rio Grande Valley below Caballo Lake State Park. The county is bounded on the West by the Black Range part of The Gila National Forest and on the East by the San Andres Mountains, with peaks above 7,500 feet. The elevation of the city is 4,100 feet. The Rio Grande River bisects the county, providing water for agriculture and recreation.

The area has an arid continental climate characterized by moderately warm summers, mild winters and average rainfall. Average precipitation is approximately fourteen inches per year, with average snowfall being 3 inches per year. Summer temperatures generally range 30 degrees bringing appreciable cooling at night. Daytime winter temperatures generally range between 25 and 40 degrees in the coldest months and night temperatures very rarely fall below zero in the lower elevations of the county, the higher elevations will be much cooler. Humidity is low. Winds are usually light from the West except during late winter and spring. Sierra County has an average growing season of 201 days, from April 10 to early October. The area normally experiences from 75 to 80 percent of the sunshine possible each day.

Farmland is limited to the areas of land along Rio Grande River.

Population:

The population of T or C and Sierra County has remained fairly stable over the past few years or so. According to the US Census Bureau the population of the county in 2010 was 11,988 and within T or C the population was 6,475.

Housing:

Census data reports the total housing units in Sierra County for 2010 as 8,602. Owner occupied housing represents 73.9% while renters occupy 36.1%. Average household size is 2.75.

Summary and Conclusion:

The prospect for overall economic growth in the area is good due to the stability of the federal and state facilities, the established agribusiness, the recreation provided to the state by the two large lakes and numerous state parks in the area, the proposed opening of a new spaceport facility in the southeastern part of the county, and a proposed new NASCAR type racetrack

MARKET AREA ANALYSIS :

Types of Improved Properties:

Commercial:	15%
Industrial:	0%
Residential:	45%
State Parks	20%
Vacant agricultural land:	20%

Recent Market Activity: Within the past few years' development activity has slowed. The demand for new residential subdivisions has declined with no new subdivisions being considered

in this part of the county at this time.

Utilities: Public utilities in the neighborhood include electric and telephone. Many of the homes in the area have utilized septic systems for wastewater treatment. Many also have private wells for drinking water.

PROPERTY DESCRIPTION

Location: Northwestern area of Truth or Consequences NM, near the municipal Airport

Access: Is provided off NM Highway 181.

Size and Shape: 7.646 acres or 333,059.79 SF mostly rectangular.

Topography: Mostly Level,

Drainage: Appears adequate.

Site Improvements: None.

Encroachments or Easements: Those noted on the deed or survey.

Special Amenities: None

Adverse Influences: None noted.

Flood Zone: The subject property is in an area that has not been mapped by FEMA.

Environmental Concerns: There was no apparent evidence that the property is affected by the existence of hazardous substances or detrimental environmental conditions.

Utilities: City utilities are available.

Zoning: Airport Overlay Zone by the city of Truth or Consequences.

Legal Limitations to Use: The site is zoned for various uses within the Airport Overlay zone for future development. The use as vacant is allowed.

HIGHEST AND BEST USE

The highest and best use of the land is defined as “The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value. (*The Appraisal of Real Estate, Thirteenth Edition, 2008*). To develop an opinion of the highest and best use there are four steps to be analyzed, which are;

1. Possible use of the site – what uses are physically possible, given the size, shape, and topography of the site.
2. Permissible uses of the site – among the physically possible uses, what are the legally allowed uses given the zoning, easements, and/or deed restrictions.
3. Financially feasible uses of the site – among the uses that are physically possible and legally permissible, what uses would provide a reasonable residual net return to the land
4. Most productive uses of the site – among the financially feasible uses which use would provide the greatest return to the land.

Possible Uses:

The subject site is zoned as the Airport Overlay Zone. The site is level with some utilities. Access is provided off state highway and city streets. The uses to the site are many.

Permissible Uses:

The site is zoned as AOL by the City of Truth or Consequences. This zone is for holding for future development around the municipal airport, the surrounding area is a mix of commercial and industrial; uses. The zone includes specific instructions as to distance away from runways and height of building among many others. Most of the land is vacant and ready for development.

Feasible/Productive:

The use as developed meets the all of the criteria for the highest and best use analysis as described.

Conclusion:

Based on an analysis of features, factors, and conditions creating, maintaining, or destroying market value in the immediate area, the highest and best use of the subject property at the effective date of this appraisal is concluded to be:

Commercial/Industrial Airport development

Value is attributable to the uses to which a property can legally be put in the most reasonable and dependably foreseeable future, which will most likely produce the greatest net return over a given period of time. Use makes value and use must be currently in demand by financially able buyers to have value.

THE SALES COMPARISON APPROACH

SUMMARY OF ANALYSIS AND VALUATION

SITE VALUE:

The value of the site is estimated by direct comparison of the subject property with sales or offers of properties with similar characteristics. Analysis of these property sales and comparison of their value influencing qualities to those of the subject produces the indications of value for the subject land as shown in the following table.

Sale#	1	2	3	4	5	6
Address	1980 N. Date	S. Onate	700 Gray St.	Kansas St.	10865 Hwy 152	2201 W 21st
	T or C	Elephant Butte	T or C	Hobbs	Hillsboro	Clovis
MLS/Data Base #	20215205	20203548	20212099	20212755	20200601	20155214
Sale Price	\$375,000	\$90,000	\$220,000	\$150,000	\$110,000	\$475,000
Size	5.461	5.79	9.3	5.05	6.1	7.75
Price/SF	\$68,668.74	\$15,544.04	\$23,655.91	\$29,702.97	\$18,032.79	\$61,290.32
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing Terms	Market	Market	Market	Market	Market	Market
Terms Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Adjusted Price	\$68,668.74	\$15,544.04	\$23,655.91	\$29,702.97	\$18,032.79	\$61,290.32
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arms Length
Conditions Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Adjusted Price	\$68,668.74	\$15,544.04	\$23,655.91	\$29,702.97	\$18,032.79	\$61,290.32
Date of Sale	Dec-21	Feb-21	Aug-21	Nov-21	Nov-20	Jul-21
Date Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Adjusted Price	\$68,668.74	\$15,544.04	\$23,655.91	\$29,702.97	\$18,032.79	\$61,290.32
Adjustments:						
Legal Use	0.00	0.00	0.00	0.00	0.00	0.00
Physical	0.00	0.00	0.00	0.00	0.00	0.00
Location	-0.30	0.15	0.00	0.00	0.15	-0.30
Size	-0.15	0.00	0.00	0.00	0.00	-0.25
Utilities	-0.10	-0.10	-0.10	-0.10	-0.10	-0.10
Access	0.00	0.00	0.00	0.00	0.00	0.00
Subject Rating	0.45	1.05	0.90	0.90	1.05	0.35
Adj. Value/Acre	\$30,900.93	\$16,321.24	\$21,290.32	\$26,732.67	\$18,934.43	\$21,451.61

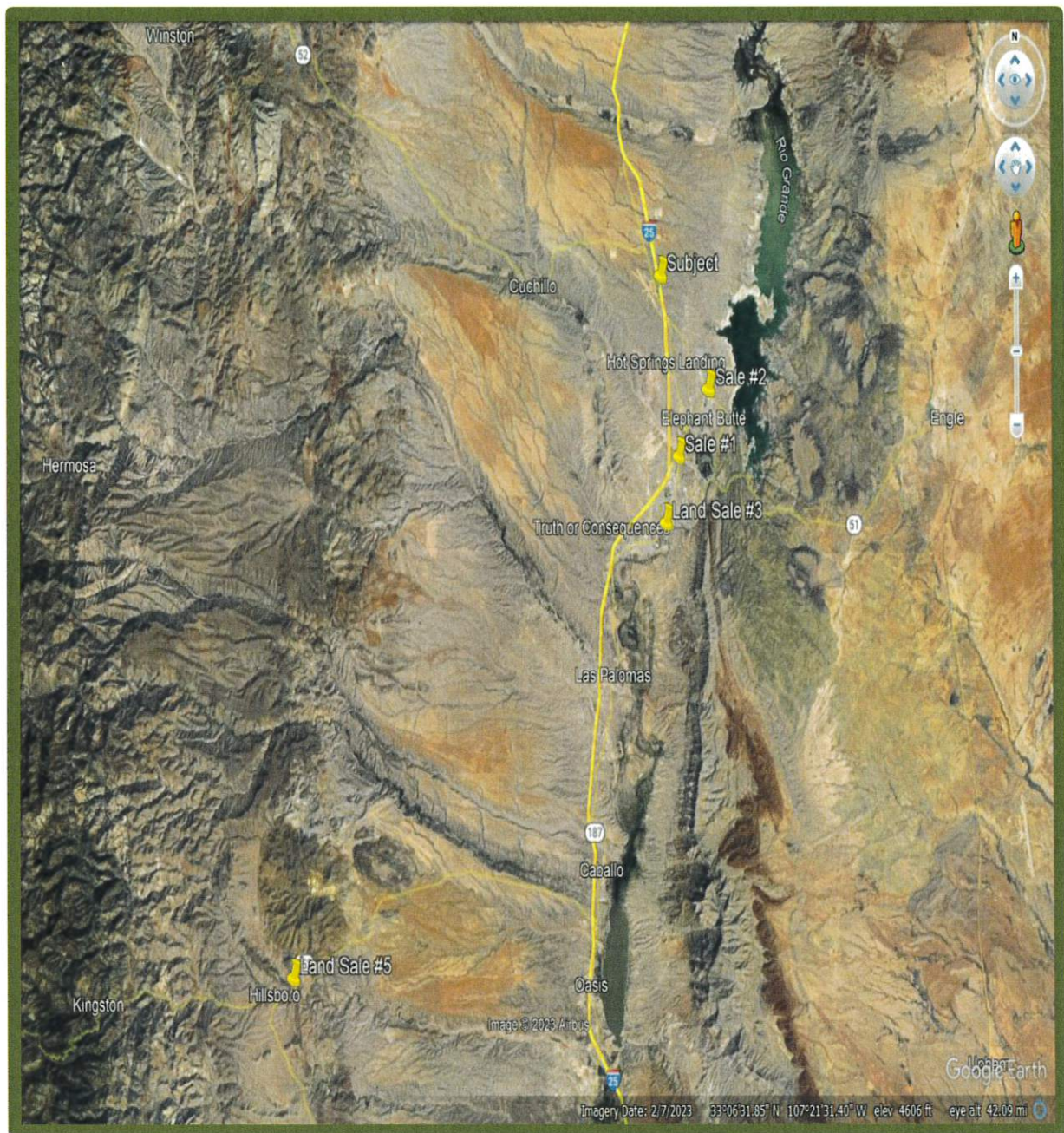
Indicated value per acre = \$22,500.00

7.646 acres X \$22,500.00 = \$172,035.00

Say \$172,500.00

Median of adjusted sales = \$21,390.97

Avg of adjusted sales = \$22,605.20



**Land Sales Map
Local only**

Discussion of Sales: The sales analyzed in this appraisal are similar in many respects to the subject and different in some characteristics. The various adjustment categories are as follows:

1. Terms of Financing.
2. Conditions of Sale.
3. Date of Sale (Market Conditions).
4. Legal Use (Zoning, Covenants).
5. Physical Characteristics.
6. Location.
7. Relative size of site.
8. Availability of supporting utilities.
9. Quality of access and exposure.

The adjustment criteria and the comparability of the subject and the comparables are discussed below.

Terms of Financing - The subject property is being appraised on a cash equivalent basis. Therefore; if any of the sales were made under either favorable or unfavorable terms, an adjustment may be called for. An example of favorable buyer terms would be below market interest rates, a very small or no down payment or excessive discount points paid by the seller on behalf of the buyer. A downward price adjustment is usually indicated for favorable terms of sales. All sales analyzed were sold for cash or its market equivalent and therefore no adjustment

was considered justified for terms of sale.

Conditions of Sale - This adjustment is made whenever there is evidence that the sale was not "arm's length". That is to say either the buyer or seller was under other than typical motivation to buy or sell. No such conditions were indicated during confirmation of these sales. Therefore, no adjustments were made.

Date of Sale - This adjustment is made to account for increases or decreases in property value over time due to differences in market conditions, supply and demand, etc. Paired sales analysis for this type of property in the Sierras County area indicates a stable level of prices over the past five or so years. There can be dramatic changes in property prices in specific neighborhoods due to impact of new development such as the construction of a large mall, new interstate access, road improvements, etc. The sales analyzed were all located in stable neighborhoods undergoing normal growth. No adjustment was required.

Legal Use - The difference in permitted uses and density of use for the subject and the sales is important in considering comparability. Generally, properties with the same zoning are considered equal unless there is a protective covenant or other encumbrance restricting use. Properties with different zoning but the same general highest and best use are also considered similar. When differences in zoning or other limitations to use affect the reasons for purchasing a property or its density of use, then an adjustment is made. All sales were considered to be comparable to the subject in terms of legal use.

Physical Characteristics - The physical characteristics of the site including shape, topography, drainage, frontage, and soil conditions are important in considering the comparability of properties. The subject lots have not been developed and will need dirt work to make them ready for building. Lots sales chosen do not need this work so were adjusted downward.

Location - Nothing affecting real estate value is more significant than the location of the property. Whenever possible sales are used that have similar location and neighborhood characteristics. The appraiser attempts to conclude whether the market recognizes that a property is superior, similar or inferior to another in terms of location characteristics. Sales #1, #2, #5, & #6 were adjusted for location.

Size - The relative size of a sale tract as compared to the subject may have an effect on the value. Typically, all other things being similar, a larger tract will sell for less per unit of sale, i.e. square foot or acre, than a smaller tract. Particularly if a tract is likely to be divided one or more times prior to its final use it will sell for less than a similar tract at a size typical of final highest and best use.

Utilities - The availability of supporting utilities is very important in analyzing the comparability of sales to the subject. Most land tracts require basic support utilities such as electricity, water, sewage treatment, and telephone prior to being utilized for any type of high-density use including residential. Adjustment must be made to account for the lack of a necessary utility and/or the cost of extending or providing it. All sales were adjusted for utilities. All were deemed to be superior to the subject.

Access - The ease of access and amount of exposure can be very important criteria affecting the value of real property. Particularly for commercial real estate, ease of access and good traffic exposure are often the most important characteristics.

Discussion of comparable sales- The sales used are the most recent most similar sales to the subject the appraiser could find. All adjustment are based on market and using the sales within the grid as matched similar. MLS data sheets are included within the addendum and may not be reproduced without written consent of the appraiser.

RECONCILIATION AND FINAL VALUE CONCLUSION

All approaches to value are based upon market data. However, each approach deals with market data differently due to the assumptions or point of view upon which each analysis is based. Each of the property value indications was for the most part, developed independently, and the purpose of the reconciliation analysis is to reevaluate the strength of each approach compared with the others. The value indications developed, and the relative weight given each approach are as follows:

Value by Sales Comparison Approach	\$172,5000.00
Value by Cost Approach	Not Developed
Value by Income Approach	Not Developed
Indicated Value	\$172,500.00
Rounded to	\$172,500.00

That approach in which the appraiser has the most confidence is accordingly given the greatest consideration in the final value estimate. This implies a sufficient quantity of data, which reflects the attitudes of purchasers of this type of property, and maximum data reliability and comparability. The basic assumption underlying all approaches to market value is the principle of substitution, which essentially suggests that a prudent purchaser will not pay more for any particular property than the cost of acquiring a substitute in the open market, and that the purchaser is aware of and does consider alternate properties in the process of his ultimate selection.

GROUND LEASE

To determine the most appropriate ground lease, the appraiser searched for local leases, discussed options with developers, other appraisers, Scott Eschenbrenner, NMSU Lands and Real Estate, AND Bill Hamm, Land and Real Estate City of Las Cruces. After the discussions the following information was obtained.

1. Ground Lease 3840 Northrise Dr. Las Cruces NM. This is a developed property with a Murphy Self-Serve Gas station. This property is currently under a ground lease for a 20-year term. Initial rent was \$90,000 for a five-year term. After the first five year and every subsequent five term rent was to increase by 7.5%. Rent therefore went to \$96,750 for years 6-10, \$104,006 for the next five year term and so on. There is a provision in the lease for it to be extended after twenty years at the same lease terms.
2. NMSU has ground leases to begin this year. The first lease is for a new Starbucks drive thru coffee shop and the second is for a self-serve gas station. Both these leases will be based on the appraised value of the subject lot and capitalized at 8%. That is to say that if the lot were to be valued at \$500,000 the rent would start at \$40,000/yearly. The rent would then increase at intervals agreed upon between NMSU and the tenant, but not less than every five years. Initial lease terms are 20 years with renewals available for a second or third 20-year period.
3. NMSU has a ground lease with the operators of the Courtyard by Marriot Hotel on University Avenue. This lease is the same as the previously described leases by the university.
4. 330 N. Church. This ground lease is with the City of Las Cruces and an apartment developer. There will be an apartment complex in the downtown business area of Las Cruces. The lease is based on similar provision as those from NMSU.

Based on the information obtained and presented, it is my belief that the subject lot should lease for 8% of the appraised value. Terms should be for 20 years with renewals every twenty year for additional periods as needed with scheduled rent increases every five year period and agreed upon by both parties.

Therefore, 8% of \$172,500 would equal annual rent of \$13,800 for the first five-year period. Annual rent should increase by an agreed upon factor but not less than 7.5% every five-year term. Until such a time that the lease expires.

FINAL VALUE CONCLUSION

Therefore it is my conclusion, based upon an inspection of the property and data gathered in the investigation as related in this report that the market value of the subject property as of the date of inspection of the subject property is as follows

Market Value of the Fee Simple	\$1725,500.00
Ground Lease Value	\$13,800/yearly

MORRIS APPRAISAL SERVICES, INC.

SPECIALIZING IN RURAL, FARM AND RANCH PROPERTIES

LEE MORRIS

PO Box 1119

LAS CRUCES, NEW MEXICO 88004
(575) / 636-2003

CERTIFICATION:

I certify that, to the best of my knowledge and belief:

* The statements of fact contained in this report are true and correct.

* The reported analyzes, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyzes, opinions, and conclusions.

* I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

* I have not provided services regarding the subject property in the three years immediately preceding acceptance of this assignment, as an appraiser or in any other capacity

* I have no bias with respect to the property that is the subject of this report or the parties involved with the assignment.

* My engagement in this assignment was not contingent upon developing or reporting predetermined results.

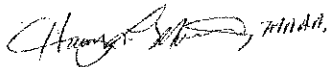
* My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

* My analyzes, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice

* I made a personal inspection of the property that is the subject of this report.

* No one provided significant professional assistance to the person signing this report.

Respectfully submitted,



Lee Morris, MNAA

Date: October 21, 2023

HARVEY LEE MORRIS

PO Box 1119
Las Cruces, NM 88004
575-640-7060 - Cell

CAREER EXPERIENCE

01/02 - Present, Morris Appraisal Services, Inc. 575-636-2003

Self-employed real estate appraiser and construction inspector. I provide all types of agricultural appraisals, farms, ranches, rural residential, agriculture related businesses, simple to complex residential, simple to complex multi-family, simple to complex commercial, and new and proposed sub-division work. I have performed appraisal assignments on gravel and rock quarries and working precious mineral mining claims, diminution of value due to forest fires, road easements, partial and whole takings, for litigation and other purposes. I have completed large commercial projects, and for various governmental agencies such as universities, counties, cities, and state land offices, where sensitivity to the public concerns were paramount. I have been an expert witness for small to very large claims and have been an integral part of the settlement process, working as an independent valuation consultant. I also provide review appraisals for litigation purposes, banks, and others as requested. As an independent appraiser I am able to provide appraisal and study services for a wide variety of assignments. I also provide construction inspection and consulting services to a variety of customers to include residential, commercial, industrial, underground and civil. I previously served on the New Mexico Board of Real Estate Appraisers and was chairman of the board. Currently certified as MNAA by the National Association of Appraisers. **New Mexico Certified General Appraiser #02932-G.**

1989-01/2002- all of these years were in the construction industry

I spent the previous years working the construction industry. I held many positions from general contractor/owner, to owner's representative, to project manager, to superintendent, to equipment operator, carpenter, and laborer. I have been involved with many projects ranging in scope from

underground utilities to large institutional buildings. I have built or overseen the construction of civil projects from underground to surface, residential project to include houses to apartments, commercial buildings such as retail and restaurants, to institutional buildings such as 572 bed detention facility, preservation of an historic school which was remodeled into a district court building. At the completion of both of the detention and courtroom facilities I remained with the county and was responsible for the operation and training for both of these facilities.

PROFESSIONAL SEMINARS ATTENDED

Desktop Valuations, Sponsored by Columbia Institute, Las Cruces NM, March 2020

Performing USPAP Compliant Reviews, Sponsored by Columbia Institute, Las Cruces NM, March 2020

2020-21 USPAP Update, Sponsored by Columbia Institute, Las Cruces NM, March 2020

Appraisal of Small Residential Properties, Sponsored by Columbia Institute, Las Cruces NM March 2020.

Redflags in the appraisal process, Sponsored by Columbia Institute, Las Cruces NM, March 2018

ANSI measurement Standards, Sponsored by Columbia Institute, Las Cruces NM, March 2018

USPAP update 2018, Sponsored by Columbia Institute, Las Cruces NM, March 2018

USPAP update 2016, Sponsored by Columbia Institute, Las Cruces NM, February 2016

Integrated Approach's to Value, Denver CO, June 2014, Sponsored by ASFMRA

Eminent Domain April 2014, Denver CO, Sponsored by ASFRMA.

USPAP update 2014, Sponsored by Columbia Institute, Albuquerque NM, February 2014

General Appraiser Report Writing and Case Studies, sponsored by the Appraisal Institute, Dallas TX, October 2013

15 hour USPAP, Sponsored by Columbia Institute, Albuquerque NM 6/2013

Highest and Best Use, sponsored by ASFMRA, Denver CO. 8/2012

USPAP update 2012, 2/2012, sponsored by ASFMRA.

The requirements of Yellow Book, August 2011, Sponsored by the American Society of Farm Managers and Rural appraisers, Denver CO.

Analyzing Distressed Real Estate; April 2010 Sponsored By The Appraisal Institute, Online

USPAP Update 2010; Sponsored by the American Society of Farm Managers & Rural Appraisers, Ruidoso NM.

Attacking and Defending an Appraisal in Litigation: sponsored by the Appraisal Institute. El Paso TX.

USPAP Update 2008; Sponsored by the American Society of Farm Managers & Rural Appraisers, Ruidoso NM.

Advanced Approaches to Value for Rural Appraisal; 2007. Sponsored by American Society of Farm Managers & Rural Appraisers, Kansas City, KS.

Intermediate Approaches to Value for Rural Appraisal; 2007. Sponsored by American Society of Farm Managers & Rural Appraisers, Denver, CO.

Basic Income Capitalization; 2007. Sponsored by Appraisal Institute, Dallas, TX.

USPAP Update; 2006. Sponsored by Appraisal Institute, Albuquerque, NM.

FHA and the New Residential Appraisal Forms; 2006. Sponsored by Appraisal Institute, Albuquerque, NM.

Appraisal Consulting; 2006. Sponsored by Appraisal Institute, Albuquerque, NM.

Appraising from Blueprints and Specs; 2005. Sponsored by Appraisal Institute, Las Cruces, NM.

2004 Rules and Regulations and Statues Update for Appraisers; 2005. New Mexico Licensing and Regulation Department, Las Cruces, NM.

NM Real Estate Disclosure Law; 2004. Sponsored by Appraisal Institute, Albuquerque, NM.

Mobile Home Manufacture Review; 2004. National Association of Fee Appraisers, Albuquerque, NM.

USPAP Update; 2004. National Association of Fee Appraisers, Albuquerque, NM
Mobile/Manufactured Home Review; 2004. Sponsored by National Association of Independent Fee Appraisers, Albuquerque, NM.

Online Appraising From Blueprints and Specifications; 2003. Sponsored by Appraisal Institute.

Rural Appraisal, 2002. New Mexico State University, Las Cruces, NM.

USPAP; 2001. Sponsored by National Association of Fee Appraisers, El Paso, TX.

5.0 Professional Standards of Practice; 2001. Sponsored by National Association of Independent Fee Appraisers, El Paso, TX.

Real Estate Law; 2000. New Mexico State University, Las Cruces, NM.

Principles of Finance, 2000. New Mexico State University, Las Cruces, NM.

Principles of Real Estate, Real Estate Law, Real Estate Valuation, Rural Appraisal; 2000. New Mexico State University, Las Cruces, NM.

Real Estate Valuation, 2000. New Mexico State University, Las Cruces, NM.

EDUCATION

New Mexico State University; Las Cruces, NM, 3.54 GPA. Crimson Scholar, Bachelor's Degree, May 2013. Copy of transcript available on request.

New Mexico State University; Las Cruces, NM, 1993 - 1994, 3.66 GPA. Real Estate, Business Finance, and Economics.

New Mexico State University, Las Cruces, NM, 1976 - 1978. Accounting and Small Business Administration.

ORGANIZATIONS

Member; New Mexico Real Estate Appraiser Board. 2009-2011

MNAA, Charter Member of The National Association of Appraisers

REFERENCES

1st New Mexico Bank
Chuck Widger
3000 E. Lohman
Las Cruces, NM 88011
575-556-3000

Farm Credit of New Mexico
Richard Armijo ARA, Vice President
PO Box 15039
Las Cruces, NM 88004
575-528-7104

Dan Delaney Real Estate
Dan Delaney
318 W. Amador Avenue
Las Cruces, NM 88005
575-647-5041

CRUA
Brent Westmoreland, Executive Director
Las Cruces NM 88007
575-649-9349

Partial Client List

New Mexico State University
Liberty Mutual Insurance
First NM Bank
Doña Ana County
City of Las Cruces
Turner Branch Law Firm
Farm Credit of Missouri
Cadigan Law Firm

New Mexico State Land Office
Cochiti Pueblo
Wells Fargo
Otero County
Joseph Holmes, Attorney
Farm Credit of NM
Boy Scouts of America

Expert witness in:

Bernalillo County District Court
Doña Ana County District Court
Federal Bankruptcy Court

Partial Court Case List.

D-1329-CV-2018-02242

D-1329-CV-2012-01665

D-1329-CV-2013-01224, 01223

State of New Mexico

REAL ESTATE APPRAISERS BOARD

PO Box 25101 Santa Fe, NM 87505 (505) 476-4622



This is to certify that

Harvey Lee Morris #02932-G

Having complied with the provisions of the New Mexico Real Estate Appraisers Act is hereby granted a license to practice as a

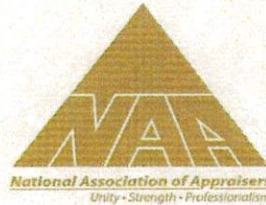
General Certified Appraiser

This appraiser is eligible to perform in Federally Related Transactions

Issue Date: 01/28/2008 Date Expires: 04/30/2024

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

National Association of Appraisers



This is to Certify that

Harvey L. Morris

Has formally qualified for membership in the National Association of Appraisers
and has been accepted as such and designated by the Board of Directors as a

Member
National Association of Appraisers
MNA

and is entitled to all rights and privileges appertaining thereto.

Teresa P. Walker, Administrator

Member No. 24



Laurie C. Egan, MNA, President
Reissued: April 28, 2015

A D D E N D U M

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 79002**Date:** 10/12/2023**Requisition #:** 90918**Vendor #:** 8806

ISSUED TO: MORRIS APPRAISAL SERVICE INC
Attn: LEE MORRIS
PO BOX 1119
LAS CRUCES, NM 88004-

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

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		BOUNDARY SURVEY PLAT A PROPOSED 7.646 ACF 101-1010-48598 PROPERTY SALE PRICE APPRAISAL AND POTENTIAL LEASE VALUE BOUNDARY SURVEY PLAT A PROPOSED 7.646 ACRE LEASE AREA WITHIN THE TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT PROPERTY, BEING A PORTION OF SECTION 28, T.12S., R.4W., N.M.P.M. OF THE U.S.G.L.O. SURVEYS, SIERRA COUNTY, NEW MEXICO. DATE OF SURVEY: SEPTEMBER 25, 2023			0.00	3,786.56

Chief Purchasing Office Chunida J. Lopez CEO Date: 10/12/2023
Director of Finance: Requisition approved electronically.
City Manager: Requisition approved electronically.

SUBTOTAL:	3,500.00
TOTAL TAX:	286.56
SHIPPING:	0.00
TOTAL	3,786.56

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

[Click to Print](#)

Owner Information

Owner # 1065 District 6 IN
CITY OF T O R C

505 SIMS STREET
T O R C NM 87901

Estimated Taxes for Owner

Estimated Tax Estimated Year used
\$0.00 2023

[Calculate Estimated Tax](#)

Recap Value Information

Central Full Value	0	Full Value	2775810
Land Full Value	738471	Taxable Value	925270
Improvements Full value	2037339	Exempt Value	925270
Personal Property Full Value	0	Net Value	0
Manufactured Home Full Value	0		
Livestock Full Value	0		

Property Information

Property Code 3023071197262
Book Page 0 Reception# 0
Physical Address
Bldg Apt

Assessor Report

Section 20 Township 12 S Range 4 W

S2SW4

SECTION 28 TOWNSHIP 12S RANGE 04W

W2SW4

SECTION 29 TOWNSHIP 12S RANGE 04W

NW4NE4,S2NE4,NW4,SE,E2SW4

SECTION 30 TOWNSHIP 12S RANGE 04W

NE4NE4

SECTION 32 TOWNSHIP 12S RANGE 04W

21.365 AC IN NE4

SECTION 33 TOWNSHIP 12S RANGE 04W

W2NW4NW4

CONT 754.175 ACRES TOTAL

(CITY AIRPORT)

BK Y PGS 404-406

WD BK 43 PGS 81-84

SWD BK 118 PGS 1531-1533

Property Value Information

008 Non-Residential Other Exemptions 0.00 925270

MLS # 20215205

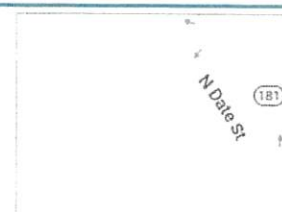
Address: 1980 N Date Street Street

Page 1 of 3

PRIMARY INFORMATION



Address	1980 N Date Street Street	MLS #	20215205
Asking Price	\$450,000	Sale/Rent	For Sale
Total # of Acres	5.46	Class	LAND
Status	Sold-In House	Type	Acreage
Legal	See Addendum	City	Truth Or Consequences
Description		State	NM
		County	Sierra County
		Zip	87901
		Days On Market	70



BROKER / BROKERAGE INFORMATION

Broker	LANEER K WRYE - OFF: 575-740-2711	List Team	
Listing Broker Email	laneerwrye@gmail.com	Transaction Coordinator	No
Broker 1 License #	19153	Transaction Coordinator Name	
Listing Office 1	CRIPPLE CREEK REALTY - OFF: 575-740-2711	Office Broker	LANEER WRYE
Listing Broker 2		Office Broker License #	19153
Listing Broker 2 License #		Variable Rate	No
Listing Office 2		Buyer's Broker Compensation	3.5%
QB Name	LaNeer K Wrye	Covenants	
QB License #	19153	Apx Sq Ft	
Address 2		Estate Owned	
Structure	Yes	Assumable Y/N	
Special Finance		Sold Price per Acre	
Municipal Water	N	IDX Disclaimer	The offer of compensation for this listing is made only to participants of the New Mexico MLS where the listing is filed.
Type of Listing			
Days On MLS	70		

PROPERTY INFORMATION

Comp Only	No	Parcel ID or Uniform Parcel Code	1
Comp Type		Zoned	Commercial
Non-Branded Virtual Showing	No	Extra Territorial Zoning	No
Showing Instructions	Drive by or Call Listing Agent	Home Owner Assoc	No
Directions	North Date towards Walmart and I-25 interchange....Property on your left.	Public Improvement Dist	No
Owner (Recorded Name)	Campbell	Subdivision	
Sellers NMREC Licensee	No	Original Price	\$500,000
Lot Land Size	5.46 acres	Lease Hold	No
Pre-Seller Concession \$			
Sq Ft Source			
Lot Size Irregular	Yes		
Water Rights Y/N	No		
Water Acreage Feet	0		
Acres-Range	0		
Acres-Pasture	0		
Acres-Dry Farm	0		
Acres-Cultivated	0		
Acres-Irrigated	0		
Acres-Orchard	0		
Acres-Private	0		
Acres-BLM	0		
Acres-Forest	0		
Acres-Deeded	0		
Acres-State	0		
Acres-Other	0		

SECONDARY PROPERTY INFORMATION

Gas	N
Septic	N
Municipal Sewer	N

MLS #: 20215205

10/18/2023 10:11 AM

Page 1 of 3

Audio/video surveillance? No

Highway 181

Pg 48 of 75

MLS # 20215205

Address: 1980 N Date Street Street

Geocode Quality

Search By Map

Page 2 of 3

Electricity Y
Well N
Total Baths
Property Disclosure Yes

Associated Document Count 0
Additional Utilities Info

DATA DISSEMINATION

Internet Y/N	Yes	VOW Include	Yes
VOW Address	Yes	VOW Comment	Yes
VOW AVM	Yes	IDX Include	Y
Homesnap Facebook Market	Yes	Automated Valuation	Yes
Blogging	Yes	Realtor.com	Yes
List Hub	Yes	CoStar/Homes.com	Yes
Move	Yes	CoStar/Homesnap.com	Yes
Smarter Agent	Yes	Terradatum	Yes

FEATURES

ACCESS TO PROPERTY Driveway To City Street	IMPROVEMENTS Barn Road-Paved Road-Unpaved	SEWER City Near-Site	TERRAIN Gradual Slope Hilly
FLOOD ZONE Unknown	POSSESSION Upon Closing Upon Funding	SOIL TYPE Gravel Sandy	WATER City Near-Site
ELECTRIC On-Site Overhead		TERMS OF SALE Cash Conventional	
GAS Natural Gas On-Site			

FINANCIAL INFORMATION

Seller Pays NM GRT?	Yes	Taxes \$	\$1.00
GRT Code	21124 - Truth or Consequences	Tax Year	16
Short Sale	No	Owner Financing	Yes
REO/Bank Owned	No	Auction	No
3rd Party Approval	No	Assessments 1	
Court Approval	No	Assessments 2	
List Type	Exclusive Right to Sell	Financial Remarks	OWNER FINANCING with GOOD down, 10 year financing available at 6% with \$150,000.00 down. \$5000 "non refundable" earnest money. Any extensions not approved by seller will have "non-sale credit fee" of \$3250.00 for 30 days.
Sole & Separate Agreement			

IMPORTANT DATES

Listing Date	9/24/2021	Input Date	9/24/2021 4:57 PM
Expiration Date	9/24/2022	Status Date	12/17/2021
Off Market Date	12/3/2021	Price Date	12/17/2021
Update Date	12/17/2021 3:39 PM	HotSheet Date	12/17/2021
Buyer Contingency Deadline		Auction Date	
Time Off Market			

INFORMATION DISSEMINATION

Broker Hit Count 6
Client Hit Count 5
Picture Count 20

BROKER ONLY REMARKS

Broker Only Remarks SE4NE4 Sec 28, T13S R4W, being 5.461 acres more or less. 279.46' of Date Street Frontage. Sellers prefer NOT to subdivide. OWNER FINANCING with GOOD down.

PUBLIC & SYNDICATION REMARKS

Public Remarks PRICED TO SELL. Prime location of 5.461 acres of commercial property; right in the business area North Date Street with street frontage and very close to North I-25 Interchange. Ben Archer Medical Center, Sonic Drive Inn, Wal-Mart, Denny's Restaurant, McDonalds, Comfort Inn, Motel 6, Travel Lodge and the New Holiday Inn Express and even NEWER... the NM Gas Company all surround this perfect location for a new business. Minutes from the Elephant Butte Lake, downtown Hot Mineral Bath & Art district, Gila National Forest and Third Street leading the way out to Space Port America. OWNER FINANCING with GOOD credit.

Syndication Remarks Prime location of 5.461 acres of commercial property; right off the beaten path of Date Street and very close to North I-25 Interchange. Wal-Mart, Denny's Restaurant, McDonalds, K-Bobs, Comfort Inn, Motel 6 and the New Holiday Inn Express and even NEWER... the NM Gas Company all surround this perfect location for a new business. Minutes from the lake, downtown hot water district, Gila National Forest and Third Street leading the way out to Space Port America. OWNER FINANCING with GOOD credit.

MLS #: 20215205

10/18/2023 10:11 AM

Page 2 of 3

MLS # 20216624

Address: 000 Radium Street

Audio/video surveillance?

No

Geocode Quality

Search By Map

Associated Document Count 0

Additional Utilities Info NO UTILITIES

Septic

N

Municipal Sewer

N

Electricity

N

Well

N

Total Baths

Property Disclosure

No

Page 2 of 3

DATA DISSEMINATION

Internet Y/N

Yes

VOW Address

Yes

VOW AVM

Yes

Homesnap Facebook Market

Yes

Blogging

Yes

List Hub

Yes

Move

Yes

Smarter Agent

Yes

VOW Include

Yes

VOW Comment

No

IDX Include

Y

Automated Valuation

Yes

Realtor.com

Yes

CoStar/Homes.com

Yes

CoStar/Homesnap.com

Yes

Terradatum

Yes

FEATURES

ADJACENT/ADJOIN

None

ASSESSMENTS

Unknown

CROPS/LIVESTOCK

None

FLOOD ZONE

Unknown

ELECTRIC

None

EQUIPMENT

None

FEES

None

IMPROVEMENTS

None

WATER, MINERAL RIGHTS

None

OTHER UTILITIES

None

POSSESSION

Upon Funding

SEWER

None

SOIL TYPE

Clay

Gravel

Sandy

TERMS OF SALE

Cash

Conventional

TERRAIN

Flat

Gradual Slope

WATER

None

FINANCIAL INFORMATION

Seller Pays NM GRT?

Yes

GRT Code

21124 - Truth or Consequences

Short Sale

No

REO/Bank Owned

No

3rd Party Approval

No

Court Approval

No

List Type

Exclusive Right to Sell

Sole & Separate Agreement

Taxes \$

\$110.00

Tax Year

2021

Owner Financing

No

Auction

No

Assessments 1

Assessments 2

Financial Remarks

CASH - NEW FINANCING - POSSIBLE REAL ESTATE CONTRACT WITH TERMS ACCEPTABLE TO SELLER.

IMPORTANT DATES

Listing Date

12/20/2021

Expiration Date

12/1/2022

Off Market Date

6/9/2022

Update Date

6/10/2022 9:34 AM

Buyer Contingency Deadline

Time Off Market

Input Date

12/20/2021 1:20 PM

Status Date

6/10/2022

Price Date

6/10/2022

HotSheet Date

6/10/2022

Auction Date

INFORMATION DISSEMINATION

Broker Hit Count

9

Client Hit Count

0

Picture Count

1

BROKER ONLY REMARKS

Broker Only Remarks

ALL FIGURES PER ASSESSOR'S OFFICE - UTILITY STATUS TO BE CONFIRMED. POSSIBLE REC TO QUALIFIED BUYER WITH TERMS ACCEPTABLE TO SELLER.

PUBLIC & SYNDICATION REMARKS

Public Remarks

ALL FIGURES PER ASO - UTILITY STATUS TO BE CONFIRMED - NO SURVEY ON FILE. .24 ACRE LOT - NEEDS CLEARED - FAIRLY LEVEL - PAVED STREET - BUYERS AND BROKERS TO CONFIRM ALL UTILITES, STATUS, AVAILABILITY & COSTS TO THEIR APPROVAL AND SATISFACTION.

Syndication Remarks

SOLD INFORMATION

Contract Date

2/7/2022

Closing Date

6/9/2022

How Sold

N Cash

MLS #:

20216624

09/01/2022 10:06 AM

Page 2 of 3

Selling Broker 1

CHERYL A SHIPLEY

DISCLAIMER

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Land Sale #1

MLS # 20203548

Address: 0000 S Onate

Page 1 of 3

PRIMARY INFORMATION



Address	0000 S Onate	MLS #	20203548
Asking Price	\$105,000	Sale/Rent	For Sale
Total # of Acres	6.00	Class	LAND
Status	Sold-In House	Type	Acreage
Legal	Lot 1 Block 11 Unit	City	Elephant Butte
Description	19 Elephant Butte Estates	State	NM
		County	Sierra County
		Zip	87935
		Days On Market	200

Onate

W Ave



BROKER / BROKERAGE INFORMATION

Broker	C. EARL GREER - CELL: 505-350-1155	List Team	
Listing Broker Email		Transaction Coordinator	No
Broker 1 License #	14717	Transaction Coordinator Name	
Listing Office 1	PLAZA REALTY - OFFC: 575-744-5140	Office Broker	CINDY TORRES
Listing Broker 2		Office Broker License #	14717
Listing Broker 2 License #		Variable Rate	No
Listing Office 2		Buyer's Broker Compensation	5%
QB Name	Greer	Covenants	
QB License #	14717	Apex Sq Ft	
Address 2		Estate Owned	
Structure		Assumable Y/N	
Special Finance		Sold Price per Acre	
Municipal Water	Y	IDX Disclaimer	The offer of compensation for this listing is made only to participants of the New Mexico MLS where the listing is filed.
Type of Listing			
Days On MLS	199		

PROPERTY INFORMATION

Comp Only		Parcel ID or Uniform Parcel Code	3020075286156
Comp Type		Zoned	C
Non-Branded Virtual Showing	No	Extra Territorial Zoning	
Showing Instructions	Vacant Land-Show and Sell	Home Owner Assoc	No
Directions	S on Onate from Warm Springs to subject property	Public Improvement Dist	No
Owner (Recorded Name)	Michael and Susan Huston	Subdivision	
Sellers NMREC Licensee	No	Original Price	\$105,000
Lot Land Size	5.79 acres	Lease Hold	
Pre-Seller Concession \$			
Sq Ft Source			
Lot Size Irregular	Yes		
Water Rights Y/N			
Water Acreage Feet			
Acres-Range			
Acres-Pasture			
Acres-Dry Farm			
Acres-Cultivated			
Acres-Irrigated			
Acres-Orchard			
Acres-Private			
Acres-BLM			
Acres-Forest			
Acres-Deeded			
Acres-State			
Acres-Other			

SECONDARY PROPERTY INFORMATION

Gas	Y
Septic	N
Municipal Sewer	Y

MLS #: 20203548

10/18/2023 10:10 AM

Page 1 of 3

Audio/video surveillance? No

MLS # 20203548 Address: 0000 S Onate

Geocode Quality

Search By Map

Associated Document Count 2

Additional Utilities Info All utilities are nearby Call LB

Page 2 of 3

Electricity Y
Well N
Total Baths
Property Disclosure Yes

DATA DISSEMINATION

Internet Y/N Yes
VOW Address Yes
VOW AVM No
Homesnap Facebook Market
Blogging Yes
List Hub
Move
Smarter Agent

VOW Include Yes
VOW Comment No
IDX Include Y
Automated Valuation No
Realtor.com
CoStar/Homes.com
CoStar/Homesnap.com
Terradatum

FEATURES

ACCESS TO PROPERTY
Driveway To City Street

EQUIPMENT
None

OTHER UTILITIES
Other

SOIL TYPE
Loam

MLS # 20203548 Address: 0000 S Onate

Closing Date 2/26/2021
How Sold Contract For Deed
Sale Type Arm Length Sale (Unrelated Parties Acting in their Own)
Sold Price \$90,000
Sold Price Per SQFT
Final Seller Concession

Selling Broker 1 C. EARL GREER - CELL: 505-350-1155
Selling Office 1 PLAZA REALTY - OFFC: 575-744-5140
Selling Broker 2
Selling Office 2
Sell Team
Additional Comments

Page 3 of 3

ADDITIONAL PICTURES



DISCLAIMER

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Broker Only Remarks Broker working with Buyer to confirm and verify all data! Vacant land! Show and sell! Owner financing available!

PUBLIC & SYNDICATION REMARKS

Public Remarks Almost 6 acres in the heart of Elephant Butte, NM! Near the lake, Sierra Del Rio championship golf course with excellent access from I-25! Exceptional site for development! All utilities nearby! Egress and Ingress from city street and on two ends! Gradual slope property making for ease of development! Priced to sell!!! AND, owner financing available to qualified buyer!

Syndication Remarks C. Earl Greer 505.50.1155 and Plaza Realty 575.744.5140 offer this Outstanding almost 6 acres in the heart of Elephant Butte, NM! Near the lake, Sierra Del Rio championship golf course with excellent access from I-25! Exceptional site for development! All utilities nearby! Egress and Ingress from city street and on two ends! Gradual slope property making for ease of development! Priced to sell!!! AND, owner financing available to qualified buyer! ceg@plazarealtynm.com www.plazarealtynm.com

SOLD INFORMATION

MLS #: 20203548

10/18/2023 10:10 AM

Page 2 of 3

Land Sale #2

Highway 181

Pg 52 of 75

MLS # 20212099

Address: 700 Gray Street

Page 1 of 3

PRIMARY INFORMATION



Address	700 Gray Street	MLS #	20212099
Asking Price	\$250,000	Sale/Rent	For Sale
Total # of Acres	9.30	Class	LAND
Status	SOLD NMMLS MEMBER	Type	Acreage
Legal	0.87 AC in W2SW4NE4	City	Truth Or Consequences
Description	Sect 4 Twns 14S Rnge 4 W and 8.257 acres in SE4NW4 Sect 4 Twns 14S Rnge 4W	State	NM
		County	Sierra County
		Zip	87901
		Days On Market	111

Gray St
Clancy St



BROKER / BROKERAGE INFORMATION

Broker RACHEL WOODARD - CELL: 575-740-0012
Listing Broker Email rachelhomesteaders@gmail.com
Broker 1 License # 17450
Listing Office 1 HOMESTEADERS REALTY - OFFC: 575-744-5283

Listing Broker 2
Listing Broker 2 License #
Listing Office 2
QB Name Rachel Woodard
QB License # 17450
Address 2
Structure
Special Finance
Municipal Water Y
Type of Listing
Days On MLS 111

List Team
Transaction Coordinator No
Transaction Coordinator Name
Office Broker CATHY VICKERS
Office Broker License # 17450
Variable Rate No
Buyer's Broker Compensation 3%
Covenants
Apx Sq Ft
Estate Owned
Assumable Y/N
Sold Price per Acre
IDX Disclaimer

The offer of compensation for this listing is made only to participants of the New Mexico MLS where the listing is filed.

PROPERTY INFORMATION

Comp Only No
Comp Type
Non-Branded Virtual Showing No
Showing Instructions Vacant Land
Directions South on Post to Gray
Owner (Recorded Name) Oclides Singh Trust
Sellers NMREC Licensee No
Lot Land Size 9.3
Pre-Seller Concession \$
Sq Ft Source
Lot Size Irregular No
Water Rights Y/N
Water Acreage Feet
Acres-Range
Acres-Pasture
Acres-Dry Farm
Acres-Cultivated
Acres-Irrigated
Acres-Orchard
Acres-Private
Acres-BLM
Acres-Forest
Acres-Deeded 8.0
Acres-State
Acres-Other

Parcel ID or Uniform Parcel Code 3022079255205/3022079322217
Zoned
Extra Territorial Zoning
Home Owner Assoc No
Public Improvement Dist No
Subdivision Palomas Hot Springs TS
Original Price \$250,000
Lease Hold No

SECONDARY PROPERTY INFORMATION

MLS #: 20212099

10/18/2023 10:08 AM

Page 1 of 3

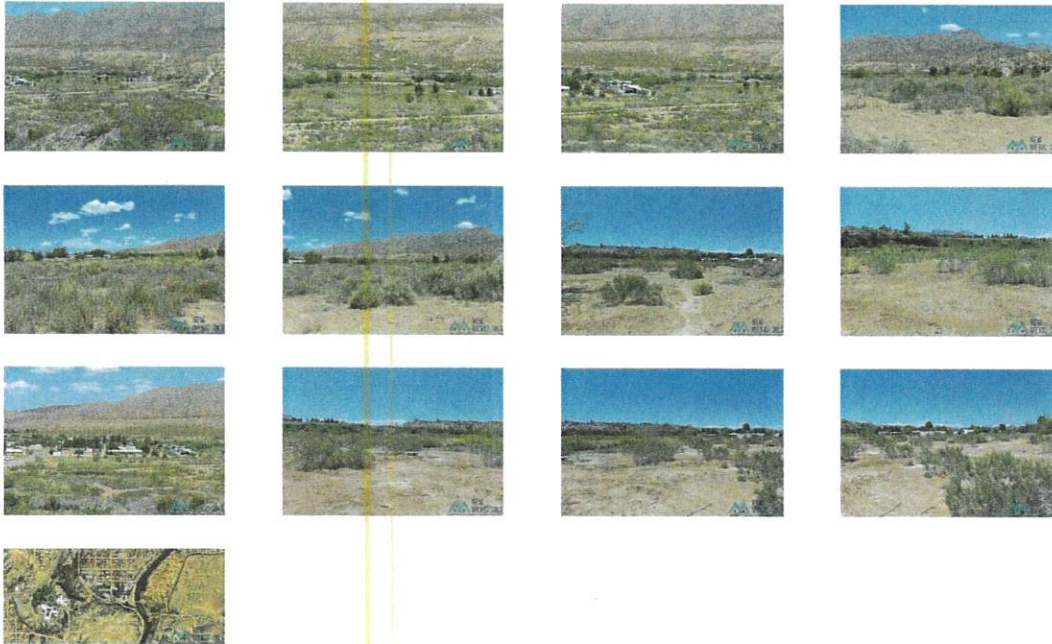
Gas N
Septic N

Audio/video surveillance? No
Geocode Quality -

MLS # 20212099

Address: 700 Gray Street

Page 3 of 3

**DISCLAIMER**

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BROKER ONLY REMARKS

Broker Only Remarks Address is approximate.

PUBLIC & SYNDICATION REMARKS

Public Remarks One of a kind property, builders/developers dream. 9.3 acres located in the Hot Water District of Truth or Consequences and minutes from the Rio Grande River, Downtown T or C, local shopping and all of the Hot Mineral Bath Houses. Raw acreage within a subdivision. Would make a great spot for condo's, townhomes or even a mobile/rv park. Buyer to verify availability of all utilities.

Syndication Remarks One of a kind property, builders/developers dream. 9.3 acres located in the Hot Water District of Truth or Consequences and minutes from the Rio Grande River, Downtown T or C, local shopping and all of the Hot Mineral Bath Houses. Raw acreage within a subdivision. Would make a great spot for condo's, townhomes or even a mobile/rv park. Buyer to verify availability of all utilities. Call Rachel 575-740-0012

SOLD INFORMATION

Contract Date	5/13/2021	Selling Broker 1	CHERYL A SHIPLEY
Closing Date	8/12/2021	Selling Office 1	DESERT LAKES REALTY - OFFC: 575-744-4960
How Sold	Cash	Selling Broker 2	
Sale Type	Arm Length Sale (Unrelated Parties Acting in their Own)	Selling Office 2	
Sold Price	\$220,000	Sell Team	
Sold Price Per SQFT		Additional Comments	
Final Seller Concession			

ADDITIONAL PICTURES

MLS #: 20212099

10/18/2023 10:08 AM

Page 2 of 3

Land Sale #3

Highway 181

Pg 54 of 75

MLS # 20212755

Address: LOT D-2 KANSAS ST Street

Page 1 of 2

PRIMARY INFORMATION



Address	LOT D-2 KANSAS ST Street	MLS #	20212755
Asking Price	\$150,000	Sale/Rent	For Sale
Total # of Acres	5.05	Class	LAND
Status	Sold-In House	Type	Commercial
Legal	TRACT D-2 5.05 AC	City	Hobbs
Description	ROGERS SUB-DIV	State	NM
		County	Lea County
		Zip	88240
		Days On Market	190



BROKER / BROKERAGE INFORMATION

Broker	KALI TAYLOR - CELL: 575-942-8820	List Team	
Listing Broker Email	kali@corealtygroupnm.com	Transaction Coordinator	No
Broker 1 License #	20308	Transaction Coordinator Name	
Listing Office 1	CORE REALTY GROUP - OFF: 575-433-7000	Office Broker	KALI TAYLOR
Listing Broker 2		Office Broker License #	20308
Listing Broker 2 License #		Variable Rate	No
Listing Office 2		Buyer's Broker Compensation	3%
QB Name	Kali Taylor	Covenants	
QB License #	20308	Apex Sq Ft	
Address 2		Estate Owned	
Structure		Assumable Y/N	
Special Finance		Sold Price per Acre	
Municipal Water	N	IDX Disclaimer	The offer of compensation for this listing is made only to participants of the New Mexico MLS where the listing is filed.
Type of Listing			
Days On MLS	190		

PROPERTY INFORMATION

Comp Only	No	Parcel ID or Uniform Parcel Code	4920314135850
Comp Type		Zoned	
Non-Branded Virtual Showing	No	Extra Territorial Zoning	
Showing Instructions	Drive By	Home Owner Assoc	No
Directions	From Lovington Hwy, turn east on Kansas. Vacant lots on the north side of the road before you get to World Dr.	Public Improvement Dist	No
Owner (Recorded Name)	SPR HOLDING LLC	Subdivision	
Sellers NMREC Licensee	No	Original Price	\$150,000
Lot Land Size	5.05 ACRES	Lease Hold	
Pre-Seller Concession \$			
Sq Ft Source			
Lot Size Irregular	No		
Water Rights Y/N			
Water Acreage Feet			
Acres-Range			
Acres-Pasture			
Acres-Dry Farm			
Acres-Cultivated			
Acres-Irrigated			
Acres-Orchard			
Acres-Private			
Acres-BLM			
Acres-Forest			
Acres-Deeded			
Acres-State			
Acres-Other			

SECONDARY PROPERTY INFORMATION

Gas	N
Septic	N

MLS #: 20212755

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MLS # 20212755

Address: LOT D-2 KANSAS ST Street

Audio/video surveillance? NO

Page 2 of 2

Municipal Sewer N
Electricity N
Well N
Total Baths
Property Disclosure

Geocode Quality
Search By Map
Associated Document Count 0
Additional Utilities Info ELECTRIC NEARBY

DATA DISSEMINATION

Internet Y/N	Yes	VOW Include	Yes
VOW Address	Yes	VOW Comment	No
VOW AVM	No	IDX Include	Y
Homesnap Facebook Market	Yes	Automated Valuation	No
Blogging	No	Realtor.com	Yes
List Hub	Yes	CoStar/Homes.com	Yes
Move	Yes	CoStar/Homesnap.com	Yes
Smarter Agent	Yes	Terradatum	Yes

FEATURES**FLOOD ZONE**

No

WATER

Well-Needed

FINANCIAL INFORMATION

Seller Pays NM GRT?	Yes	Taxes \$	\$1,038.48
GRT Code	08111 - Hobbs	Tax Year	2020
Short Sale	No	Owner Financing	No
REO/Bank Owned	No	Auction	No
3rd Party Approval	No	Assessments 1	
Court Approval	No	Assessments 2	
List Type	Exclusive Right to Sell	Financial Remarks	
Sole & Separate Agreement			

IMPORTANT DATES

Listing Date	5/24/2021	Input Date	5/24/2021 10:46 AM
Expiration Date	5/24/2022	Status Date	12/21/2021
Off Market Date	11/30/2021	Price Date	5/24/2021
Update Date	12/21/2021 11:13 AM	HotSheet Date	12/21/2021
Buyer Contingency Deadline		Auction Date	
Time Off Market			

INFORMATION DISSEMINATION

Broker Hit Count 26
Client Hit Count 5
Picture Count 1

BROKER ONLY REMARKS

Broker Only Remarks

PUBLIC & SYNDICATION REMARKS

Public Remarks Hobbs Energy Park lots available NOW! These prime lots are perfect for companies needing room for a shop and large equipment. Multiple lots available.

Syndication Remarks Call Kali Taylor today for more information! 575 942 8820

SOLD INFORMATION

Contract Date	11/2/2021	Selling Broker 1	CAITLYN NAVARRETTE - CELL: 575-605-6771
Closing Date	11/30/2021	Selling Office 1	CORE REALTY GROUP - OFF: 575-433-7000
How Sold	Contract For Deed	Selling Broker 2	
Sale Type	Arm Length Sale (Unrelated Parties Acting in their Own)	Selling Office 2	
Sold Price	\$150,000	Sell Team	
Sold Price Per SQFT		Additional Comments	
Final Seller Concession			

DISCLAIMER

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MLS #: 20212755

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Land Sale #4

Highway 181

Pg 57 of 75

MLS # 20200601

Address: 10865 Highway 152

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PRIMARY INFORMATION



Address	10865 Highway 152	MLS #	20200601
Asking Price	\$119,000	Sale/Rent	For Sale
Total # of Acres	6.51	Class	LAND
Status	SOLD NON NMMLS MEMBER	Type	Commercial
Legal Description	6.497 Acre tract of land located within the NW1/4 of the NW1/4 of Sec 15, TWN 16S Rg 7W NMPA Sierra County	City	Hillsboro
		State	NM
		County	Sierra County
		Zip	88042
		Days On Market	289



BROKER / BROKERAGE INFORMATION

Broker	LANEER K WRYE - OFF: 575-740-2711	List Team	
Listing Broker Email		Transaction Coordinator	No
Broker 1 License #	19153	Transaction Coordinator Name	
Listing Office 1	CRIPPLE CREEK REALTY - OFF: 575-740-2711	Office Broker	LANEER WRYE
Listing Broker 2		Office Broker License #	19153
Listing Broker 2 License #		Variable Rate	No
Listing Office 2		Buyer's Broker Compensation	3%
QB Name	LaNeer Wrye	Covenants	
QB License #	19153	Apx Sq Ft	
Address 2		Estate Owned	
Structure	Yes	Assumable Y/N	
Special Finance		Sold Price per Acre	
Municipal Water	N	IDX Disclaimer	The offer of compensation for this listing is made only to participants of the New Mexico MLS where the listing is filed.
Type of Listing			
Days On MLS	289		

PROPERTY INFORMATION

Comp Only		Parcel ID or Uniform Parcel Code	9924
Comp Type		Zoned	
Non-Branded Virtual Showing	No	Extra Territorial Zoning	No
Showing Instructions	Drive by or call Listing Agent 740-2711	Home Owner Assoc	No
Directions	I-25 South to Exit 63 to Hillsboro. Follow road until you get into Hillsboro. Property will be on south side of road as you get near town.	Public Improvement Dist	Yes
Owner (Recorded Name)	JAN ENTERPRISES INC	Subdivision	
Sellers NMREC Licensee	No	Original Price	\$119,000
Lot Land Size	6.51	Lease Hold	No
Pre-Seller Concession \$			
Sq Ft Source			
Lot Size Irregular	No		
Water Rights Y/N	No		
Water Acreage Feet			
Acres-Range			
Acres-Pasture			
Acres-Dry Farm			
Acres-Cultivated			
Acres-Irrigated			
Acres-Orchard			
Acres-Private			
Acres-BLM			
Acres-Forest			

MLS #: 20200601

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Highway 181

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MLS # 20200601

Address: 10865 Highway 152

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Acres-Deeded

Acres-State

Acres-Other

SECONDARY PROPERTY INFORMATION

Gas	N	Audio/video surveillance?	No
Septic	Y	Geocode Quality	
Municipal Sewer	N	Search By Map	
Electricity	Y	Associated Document Count	0
Well	Y	Additional Utilities Info	
Total Baths			
Property Disclosure	Yes		

DATA DISSEMINATION

Internet Y/N	Yes	VOW Include	Yes
VOW Address	Yes	VOW Comment	No
VOW AVM	Yes	IDX Include	Y
Homesnap Facebook Market		Automated Valuation	Yes
Blogging	Yes	Realtor.com	
List Hub		CoStar/Homes.com	
Move		CoStar/Homesnap.com	
Smarter Agent		Terradatum	

FEATURES

ACCESS TO PROPERTY	GAS	OTHER UTILITIES	TERMS OF SALE
Driveway To County Road	On-Site	Telephone	Cash
Driveway To St/Fed	Propane	POSSESSION	Conventional
FLOOD ZONE	IMPROVEMENTS	Upon Closing	Owner Financing
Unknown	Barn	Upon Funding	TERRAIN
ELECTRIC	Fence	SEWER	Flat
On-Site	Road-Unpaved	Septic-Existing	WATER
Overhead	WATER, MINERAL RIGHTS	SOIL TYPE	Well-Existing
Solar	Irrigation / Well	Gravel	
EQUIPMENT	Water		
Fuel Storage Tank			

FINANCIAL INFORMATION

Seller Pays NM GRT?	Yes	Taxes \$	\$0.00
GRT Code	21021 - Sierra County, Remainder	Tax Year	2020
Short Sale	No	Owner Financing	Yes
REO/Bank Owned	No	Auction	No
3rd Party Approval	No	Assessments 1	
Court Approval	No	Assessments 2	
List Type	Exclusive Right to Sell	Financial Remarks	OWNER FINANCING WITH DECENT DOWN
Sole & Separate Agreement			

IMPORTANT DATES

Listing Date	2/4/2020	Input Date	2/4/2020 2:52 PM
Expiration Date	2/4/2021	Status Date	11/19/2020
Off Market Date	11/19/2020	Price Date	11/19/2020
Update Date	11/19/2020 1:03 PM	HotSheet Date	11/19/2020
Buyer Contingency Deadline		Auction Date	
Time Off Market			

INFORMATION DISSEMINATION

Broker Hit Count 11
Client Hit Count 12
Picture Count 22

BROKER ONLY REMARKS

Broker Only Remarks RV's currently on property will be GONE FUEL TANKS TO BE MOVED TO OTHER PROPERTY EVENTUALLY. THEY DO NOT STAY.

MLS #: 20200601

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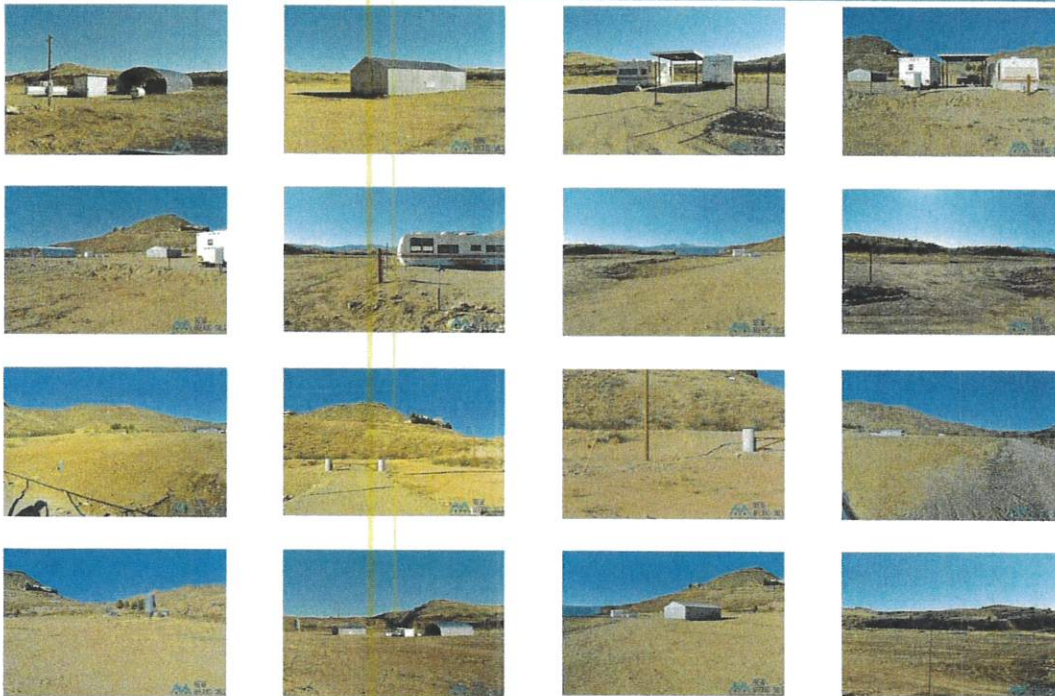
PUBLIC & SYNDICATION REMARKS

Public Remarks 6.51 acres of Commercial vacant high visibility land with potential of being income producing RV Park or other. Fenced and landscaped right off of Hwy 152 on South side coming into Hillsboro. 6 spots for potential RV's with a metal canopy shaded area. Various frost free faucets. 35 x 60 Quonset sits on property for storage. Also a 30 x 50 barn/garage. All utilities include Well, Solar Electric and Septic on property. Huge solar powered metal gates at entrance. All of this sits in the quiet serene hills of Hillsboro, NM. Minutes to town to Truth or Consequences for all your shopping, hospital, doctors, schools & hot mineral baths and more. This improved land has lots to offer. OWNER FINANCING Drive by or call listing agent.

Syndication Remarks 6.51 acres of Commercial vacant high visibility land with potential of being income producing RV Park or other. Fenced and landscaped right off of Hwy 152 on South side coming into Hillsboro. 6 spots for potential RV's with a metal canopy shaded area. Various frost free faucets. 35 x 60 Quonset sits on property for storage. Also a 30 x 50 barn/garage. All utilities include Well, Solar Electric and Septic on property. Huge solar powered metal gates at entrance. All of this sits in the quiet serene hills of Hillsboro, NM. Minutes to town to Truth or Consequences for all your shopping, hospital, doctors, schools & hot mineral baths and more. This improved land has lots to offer. OWNER FINANCING Drive by or call LaNeer Wrye 575-740-2711 @ Cripple Creek Realty.

SOLD INFORMATION

Contract Date	10/10/2020	Selling Broker 1	LANEER K WRYE - OFF: 575-740-2711
Closing Date	11/19/2020	Selling Office 1	CRIPPLE CREEK REALTY - OFF: 575-740-2711
How Sold	Cash	Selling Broker 2	
Sale Type	Arm Length Sale (Unrelated Parties Acting in their Own)	Selling Office 2	
Sold Price	\$110,000	Sell Team	
Sold Price Per SQFT		Additional Comments	
Final Seller Concession			

ADDITIONAL PICTURES**Land Sale #5**

MLS # 20155214

Address: 2201 W 21st

Page 1 of 3

PRIMARY INFORMATION



Address	2201 W 21st	MLS #	20155214
Asking Price	\$600,000	Sale/Rent	For Sale
Total # of Acres	7.75	Class	LAND
Status	Sold-In House	Type	Commercial
Legal Description	See Associated Documents	City	Clovis
		State	NM
		County	Curry County
		Zip	88101
		Days On Market	2094

W 21st St

M.L.K. Jr B



BROKER / BROKERAGE INFORMATION

Broker	BRETT JOHNSON - CELL: 575-760-3654	List Team	
Listing Broker Email		Transaction Coordinator	No
Broker 1 License #	9031	Transaction Coordinator Name	Leah cotton
Listing Office 1	TOWN & COUNTRY REAL ESTATE, INC. - OFFC: 575-762-7776	Office Broker	JERRY CASS
Listing Broker 2	BRETTI KOS - CELL: 575-309-1099	Office Broker License #	9031
Listing Broker 2 License #	49239	Variable Rate	No
Listing Office 2	TOWN & COUNTRY REAL ESTATE, INC. - OFFC: 575-762-7776	Buyer's Broker Compensation	2.5%
QB Name	Jerry Cass	Covenants	
QB License #	14145	Apx Sq Ft	
Address 2	1808 N Martin Luther King BLVD	Estate Owned	
Structure	No	Assumable Y/N	
Special Finance		Sold Price per Acre	
Municipal Water	Y	IDX Disclaimer	The offer of compensation for this listing is made only to participants of the New Mexico MLS where the listing is filed.
Type of Listing			
Days On MLS	2068		

PROPERTY INFORMATION

Comp Only		Parcel ID or Uniform Parcel Code	1209011500494
Comp Type		Zoned	MD Mixed Development
Non-Branded Virtual Showing	No	Extra Territorial Zoning	No
Showing Instructions	Call LA - drive by	Home Owner Assoc	No
Directions	Corner of West 21st and MLK	Public Improvement Dist	No
Owner (Recorded Name)	See Agent View	Subdivision	
Sellers NMREC Licensee	No	Original Price	\$600,000
Lot Land Size	7.7	Lease Hold	
Pre-Seller Concession \$			
Sq Ft Source			
Lot Size Irregular	Yes		
Water Rights Y/N	No		
Water Acreage Feet			
Acres-Range			
Acres-Pasture			
Acres-Dry Farm			
Acres-Cultivated			
Acres-Irrigated			
Acres-Orchard			
Acres-Private			
Acres-BLM			
Acres-Forest			
Acres-Deeded			
Acres-State			
Acres-Other			

SECONDARY PROPERTY INFORMATION

Gas	Y
Septic	N
Municipal Sewer	Y
Electricity	Y

MLS #: 20155214

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Audio/video surveillance? No

Geocode Quality

MLS # 20155214

Address: 2201 W 21st

Search By Map

Associated Document Count 2

Page 2 of 3

Well N

Total Baths

Property Disclosure No

Additional Utilities Info

DATA DISSEMINATION

Internet Y/N	Yes	VOW Include	Yes
VOW Address	Yes	VOW Comment	No
VOW AVM	No	IDX Include	Y
Homesnap Facebook Market Blogging	Yes	Automated Valuation	Yes
List Hub		Realtor.com	
Move		CoStar/Homes.com	
Smarter Agent		CoStar/Homesnap.com	
		Terradatum	

FEATURES

ACCESS TO PROPERTY	FLOOD ZONE	WATER
Driveway To City Street	100 Yr Flood Zone	City
		Near-Site

FINANCIAL INFORMATION

Seller Pays NM GRT?	Yes	Taxes \$	\$315.55
GRT Code	05103 - Clovis	Tax Year	15
Short Sale	No	Owner Financing	No
REO/Bank Owned	No	Auction	No
3rd Party Approval	No	Assessments 1	
Court Approval	No	Assessments 2	
List Type	Exclusive Non Agency	Financial Remarks	
Sole & Separate Agreement			

IMPORTANT DATES

Listing Date	10/21/2015	Input Date	11/16/2015 4:48 PM
Expiration Date	10/31/2021	Status Date	9/21/2021
Off Market Date	7/15/2021	Price Date	9/21/2021
Update Date	9/21/2021 9:25 AM	HotSheet Date	9/21/2021
Buyer Contingency Deadline		Auction Date	
Time Off Market			

INFORMATION DISSEMINATION

Broker Hit Count	82
Client Hit Count	10
Picture Count	4

BROKER ONLY REMARKS

Broker Only Remarks

Deed shows 8.485 acres net of 7.183 acres Courthouse says 7.751 acres A small part of the property is in the SE part is in the 100 year flood zone (see Picture "Flood Zone Map") Owner's are: David A. Stalker, Stephen Haynes, Albert Kwan and Mary Stalker

PUBLIC & SYNDICATION REMARKS

Public Remarks	7.7+/- acres across the street from Plains Regional Medical Center - Zoned MD, Mixed Development with Frontage on both Martin Luther King Jr. Blvd. and West 21st Street. Utilities are available.
Syndication Remarks	

SOLD INFORMATION

Contract Date	4/12/2021	Selling Broker 1	JERRY CASS - CELL: 575-799-5304
Closing Date	7/15/2021	Selling Office 1	TOWN & COUNTRY REAL ESTATE, INC. - OFFC: 575-762-7776
How Sold	Conventional	Selling Broker 2	
Sale Type	Arm Length Sale (Unrelated Parties Acting in their Own)	Selling Office 2	
Sold Price	\$475,000	Sell Team	
Sold Price Per SQFT		Additional Comments	
Final Seller Concession			

ADDITIONAL PICTURES

Land Sale #6

MLS # 20155214

Address: 2201 W 21st

Search By Map
Associated Document Count 2
Additional Utilities Info

Page 2 of 3

Well N
Total Baths
Property Disclosure No**DATA DISSEMINATION**

Internet Y/N	Yes	VOW Include	Yes
VOW Address	Yes	VOW Comment	No
VOW AVM	No	IDX Include	Y
Homesnap Facebook Market		Automated Valuation	Yes
Blogging	Yes	Realtor.com	
List Hub		CoStar/Homes.com	
Move		CoStar/Homesnap.com	
Smarter Agent		Terradatum	

FEATURES

ACCESS TO PROPERTY	FLOOD ZONE	WATER
Driveway To City Street	100 Yr Flood Zone	City
		Near-Site

FINANCIAL INFORMATION

Seller Pays NM GRT?	Yes	Taxes \$	\$315.55
GRT Code	05103 - Clovis	Tax Year	15
Short Sale	No	Owner Financing	No
REO/Bank Owned	No	Auction	No
3rd Party Approval	No	Assessments 1	
Court Approval	No	Assessments 2	
List Type	Exclusive Non Agency	Financial Remarks	
Sole & Separate Agreement			

IMPORTANT DATES

Listing Date	10/21/2015	Input Date	11/16/2015 4:48 PM
Expiration Date	10/31/2021	Status Date	9/21/2021
Off Market Date	7/15/2021	Price Date	9/21/2021
Update Date	9/21/2021 9:25 AM	HotSheet Date	9/21/2021
Buyer Contingency Deadline		Auction Date	
Time Off Market			

INFORMATION DISSEMINATION

Broker Hit Count 82
Client Hit Count 10
Picture Count 4

BROKER ONLY REMARKS

Broker Only Remarks Deed shows 8.485 acres net of 7.183 acres Courthouse says 7.751 acres A small part of the property is in the SE part is in the 100 year flood zone (see Picture "Flood Zone Map") Owner's are: David A. Stalker, Stephen Haynes, Albert Kwan and Mary Stalker

PUBLIC & SYNDICATION REMARKS

Public Remarks 7.7+/- acres across the street from Plains Regional Medical Center - Zoned MD, Mixed Development with Frontage on both Martin Luther King Jr. Blvd. and West 21st Street. Utilities are available.

Syndication Remarks

SOLD INFORMATION

Contract Date	4/12/2021	Selling Broker 1	JERRY CASS - CELL: 575-799-5304
Closing Date	7/15/2021	Selling Office 1	TOWN & COUNTRY REAL ESTATE, INC. - OFFC: 575-762-7776
How Sold	Conventional	Selling Broker 2	
Sale Type	Arm Length Sale (Unrelated Parties Acting in their Own)	Selling Office 2	
Sold Price	\$475,000	Sell Team	
Sold Price Per SQFT		Additional Comments	
Final Seller Concession			

ADDITIONAL PICTURES

MLS #: 20155214

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Airport overlay Zoning

ARTICLE XVII. OVERLAY DISTRICTS

Sec. 11-17-1. Airport overlay districts.

- A. **PURPOSE.** The intent of this Overlay District is to provide supplemental development requirements and restrictions on land in the airport environs, in order to protect the public safety and welfare of people and land uses on the ground and the safety of the flying public. This zone lies atop the general, or base, zone: development must be consistent with both the General Zoning District and this Overlay Zone District.

Developers are encouraged to meet with staff early for a clear understanding of the special processing requirements within this Overlay Zone.

- B. **DEFINITIONS.** As used in this ordinance, unless the context otherwise requires:

1. **AIRPORT.** The Truth or Consequences Municipal Airport.
2. **AIRPORT ELEVATION.** The highest point of an airport's existing or proposed usable landing area measured in feet from sea level as shown on the FAA approved ALP. For the Truth or Consequences Municipal Airport, the airport elevation is 4,910 feet.
3. **AIRPORT LAYOUT PLAN (ALP).** The plan of existing and planned airport conditions as prepared by the City and approved by the FAA.
4. **AVIGATION EASEMENT.** Avigation easement is an easement or right of overflight in the airspace above or in the vicinity of a particular property. It also includes the right to create such noise or other effects as may result from the lawful operation of aircraft in such airspace and the right to remove any obstructions to such overflight.
5. **FEDERAL AVIATION ADMINISTRATION (FAA).** The National Aviation Authority of the United States.
6. **FEDERAL AVIATION REGULATIONS (FAR).** The rules prescribed by the FAA governing all aviation activities in the United States and codified in the Code of Federal Regulations. The rules are designed to promote safe aviation and for protecting the general public from unnecessary risk. FAR Part 77 is the subsection that addresses the safe, efficient use, and preservation of the navigable airspace.
7. **NON-CONFORMING USE.** Any pre-existing structure, object of natural growth, or use of land which is inconsistent with the provisions of this ordinance, its predecessors, or an amendment thereto.
8. **OBSTRUCTION.** Any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in this ordinance.
9. **PERSON.** An individual, firm, partnership, corporation, company, association, joint stock association, limited liability corporation, or governmental entity; includes a trustee, a receiver, an assignee, or a similar representative of any of them.
10. **PROJECT SPONSOR.** The person who is proposing a permanent or temporary structure or tree in any of the zones contained in this ordinance.
11. **RUNWAYS.**
 - a. **LARGER THAN UTILITY RUNWAY.** A runway that is constructed for and intended to be used by propeller driven aircraft of greater than 12,500 pounds maximum gross weight and jet powered aircraft.
 - b. **NON-PRECISION INSTRUMENT RUNWAY.** A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a non-precision instrument approach procedure has been approved or planned.

-
- c. **PRECISION INSTRUMENT RUNWAY.** A runway having an existing instrument approach procedure utilizing all Instrument Landing System (ILS) or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.
 - d. **RUNWAY.** A defined area on an airport prepared for landing and takeoff of aircraft along its length. The runway ends are as indicated on the FAA approved ALP.
 - e. **SMALL or UTILITY RUNWAY.** A runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight or less.
 - f. **VISUAL RUNWAY.** A runway intended solely for the operation of aircraft using visual approach procedures.
12. **RUNWAY PROTECTION ZONE (RPZ).** A defined area on an airport to enhance the protection of people and property on the ground.
13. **STRUCTURE.** An object, including a mobile or temporary object, constructed or installed by man, including but without limitation, buildings, towers, cranes, smokestacks, earth formation, and overhead transmission lines.
14. **TREE.** Any object of natural growth.
15. **SURFACES.**
- a. **APPROACH SURFACE.** A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as set forth in Table 2 of this ordinance. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.
 - b. **CONICAL SURFACE.** A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.
 - c. **HORIZONTAL SURFACE.** A horizontal plane 150 feet above the established airport elevation.
 - d. **INNER END and OUTER END.** The inner end of a surface is the end closest to the runway, the outer end of a surface is the end furthest from the runway.
 - e. **PRIMARY SURFACE.** A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface is set forth in Table 2 of this ordinance. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.
 - f. **TRANSITIONAL SURFACES.** These surfaces extend outward at 90 degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at 90 degree angles to the extended runway centerline.
- C. **DEVELOPMENT STANDARDS.** The Airport Impact Overlay District is divided into six (6) Airport Overlay Impact Sub-Districts (Sub-Districts) as shown in Table 1. The Sub-Districts are based on areas described in FAR Part 77 and FAA Advisory Circulars (AC). Tables 2 and 3 provide dimensional standards for the Sub-Districts. The Sub-Districts are specific to the Airport and are based on the runway configurations as shown on the FAA approved ALP. In addition to development standards for each of the six Sub-Districts, development must also

comply with the requirements applicable to the entire overlay, as described below and to the underlying zoning.

Differing development criteria are applied to each Sub-District. Prior to proposed development and/or to the issuance of a building permit, the project shall be reviewed according to the development standards identified in Table 4 and this section, to ensure compatibility with airport operations and to protect the health and safety of people and property on the ground. As Sub-Districts may overlap, the more restrictive Sub-Districts govern.

Table 5 provides the FAR Part 77 Classification and RPZ number for the runways at the Truth or Consequences Municipal Airport.

Table 1: Airport Overlay Impact Districts

Airport Overlay Impact Sub-District	Description	Dimensions		Elevation	Slope (feet horizontal to feet vertical)
1. Primary Surface	An area longitudinally centered on a runway. The runway and close proximity are in this surface.	Length: Paved—the Runway length plus 200 feet each end	Width: Per Table 2	Same as runway	None
		Length: Unpaved—the Runway length	Width: Per Table 2	Same as runway	None
2. Approach Surface	An area that begins at the end of the Primary Surface and extends outward and upward. This surface approximates the aircraft flight path during landings and take-offs.	Length: Per table 2	Width: Inner and Outer widths per Table 2	Starts at Primary Surface elevation and gains elevation based on the slope.	Per Table 2
3. Transitional Surface	An area that begins at the edge of the Primary Surface and extends outward and upward until it intersects the Horizontal Surface.	A minimum of 1,050 feet horizontally. The maximum is based on the lowest Primary Surface elevation to the Horizontal Surface elevation.		Starts at Primary Surface elevation and gains elevation based on the slope.	7:1
4. Horizontal Surface	An area above the airport environment where flight operations take place. The Horizontal Surface does not include the Primary, Approach, or	Connected arcs off of the ends of the Primary Surfaces per Table 2.		150 feet above the airport elevation	None

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	Transitional Surfaces.			
5. Conical Surface	An area extending outward and upward from the periphery of the Horizontal Surface.	Extends 4,000 feet horizontally from Horizontal Surface.	Starts at Horizontal Surface elevation and gains elevation based on the slope.	20:1
6. Runway Protection Zone(RPZ)	An area off the end of each runway to enhance the protection of people and property on the ground.	Dimensions: Per Table 3, trapezoidal in shape	Ground elevation	None

Table 2: FAR Part 77 Classifications and Dimensions.

Part 77 Classifications	FAR Part 77 Category	Width of Primary Surface and Width of Approach Surface at inner end (feet) (Figure 1, dimension A)	Radius of Horizontal Surface (feet)	Approach Surface Width at End (feet) (Figure 1, dimension C)	Approach Surface Length (feet) (Figure 1, dimension B or D)	Approach Surface Slope (x feet horizontally to y feet vertically)
Visual, Utility Runway	Visual-A	250	5,000	1,250	5,000	20:1
Visual, Larger than Utility Runway	Visual-B	500	5,000	1,500	5,000	20:1
Non-Precision Instrument, Utility Runway	NPI-A	500	5,000	2,000	5,000	20:1
Non-Precision Instrument, Larger than Utility Runway, Visibility Minimums greater than ¾ mile	NPI-C	500	10,000	5,500	10,000	34:1

Created: 2023-01-13 15:22:30 [EST]

(Supp. No. 101)

Non Precision Instrument, Larger than Utility Runway, Visibility Minimums as low as $\frac{3}{4}$ mile	NPI-D	1,000	10,000	4,000	10,000	34:1
Precision Instrument Runway	PIR	1,000	10,000	16,000	50,000	50:1 for 10,000', then 40:1 for 40,000'

Source: FAR Part 77

Figure 1 shows the various Part 77 surfaces used in Table 2.

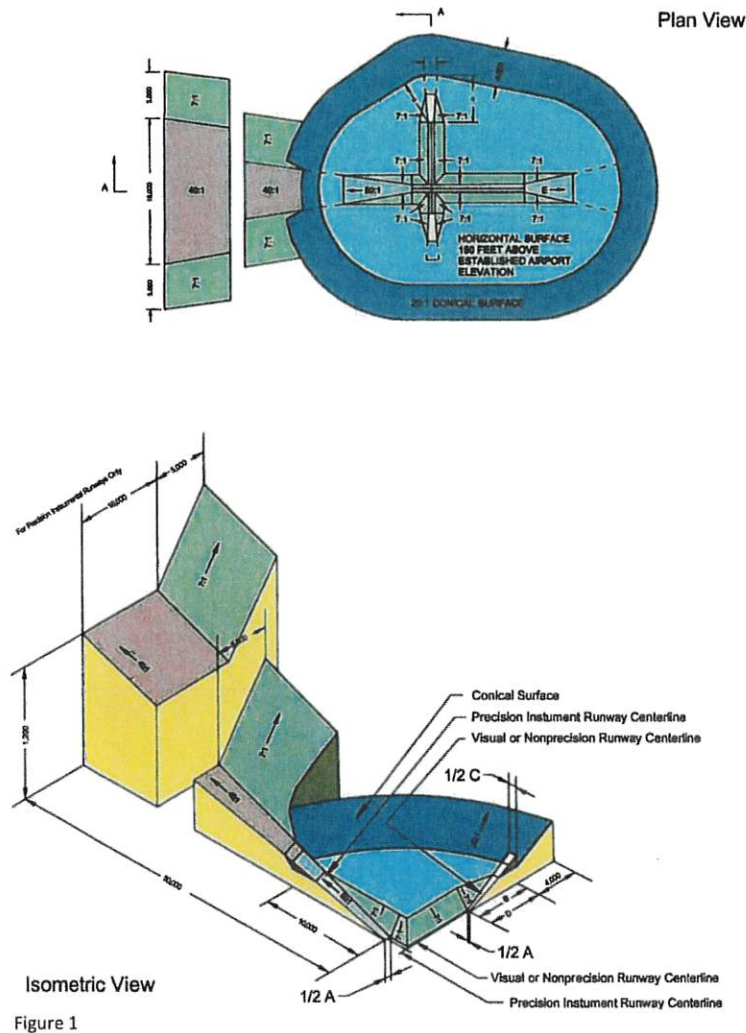


Table 3: Runway Protection Zone Classifications and Dimensions

RPZ Number	Length (feet) Starts 200 feet beyond the physical end of the runway	Inner Width (feet)	Outer Width (feet)
1	1,000	250	450
2	1,000	500	700
3	1,700	500	1,010
4	1,700	1,000	1,510
5	2,500	1,000	1,750

Source: FAA AC 150/5300-13A

Table 4: Developmental Standards

Airport Impact Overlay Sub-District	Height Limit	Residential Development and Density	Non-Residential Development and Density
1. Primary Surface Note (1)	Note (1)	Note (1)	Note (1)
2. Approach Surface	The lower of 45-foot maximum, underlying zoning, or a height under the Approach Surface slope height.	No residential development when the Approach Surface elevation is less than 100 feet.	No non-residential development when the Approach Surface elevation is less than 50 feet.
		R-1 Single-Family, Low Density Residential standard is allowed when the Approach Surface elevation is more than 100 feet.	Underlying zone standard is allowed when the Approach Surface elevation is more than 50 feet.
3. Transitional Surface	The lower of 45-foot maximum, the underlying zoning, or a height under the Transitional Surface slope height.	No residential development when the Transitional Surface elevation is less than 100 feet.	No non-residential development when the Transitional Surface elevation is less than 50 feet.
		R-1 Single-Family, Low Density Residential standard is allowed when the Transitional Surface elevation is more than 100 feet.	Underlying zone standard is allowed when the Transitional Surface elevation is more than 50 feet.
4. Horizontal Surface	45-foot maximum.	Per underlying zoning.	Per underlying zoning.
5. Conical Surface	45-foot maximum.	Per underlying zoning.	Per underlying zoning.
6. Runway Protection Zone Note (1)	Note (1)	Note (1)	Note (1)

Notes:

(1) Only items approved by FAA are allowed in the Primary Surface and Runway Protection Zone

Table 5: Runway FAR Part 77 Classification and RPZ number

Runway (surface)	Part 77 Classifications	RPZ Number
Runway 13-31 (asphalt paved) (Future Runway 13L-31R)	Non-Precision Instrument, Larger than Utility Runway, Visibility Minimums greater than ¾ mile	4
Runway 1-19 (unpaved)	Visual, Larger than Utility Runway	2
Runway 11-29 (unpaved)	Visual, Larger than Utility Runway	2
Runway 7-25 (unpaved)	Visual, Larger than Utility Runway	2
Runway 15-33 (unpaved)	Visual, Larger than Utility Runway	2
Future Runway 7-25 (asphalt paved)	Non-Precision Instrument, Larger than Utility Runway, Visibility Minimums greater than ¾ mile	2
Future Runway 13R-31L (asphalt paved)	Visual, Utility Runway	1

Entire Airport Impact Overlay District

1. The Municipal Airport Zoning Law (3-39-16 to 3-39-26 NMSA 1978) is hereby incorporated and made a part of this zoning regulation.
 2. Avigation Easement: An avigation easement is required for the development of property within the Airport Impact Overlay Districts Primary Surface, Approach Surface, Transitional Surface, and Runway Protection Zones. Sample avigation easements are available from the City Clerk.
 3. Electronic Interference: Uses that produce electronic or radio interference with the airport's navigation aids will not be permitted.
 4. Lights/Glare: Lighting and building materials must not interfere with visual flight operations, including landing, or make it difficult for flyers to distinguish between airport lights and others. Artificial lighting for buildings, parking lots and landscaped areas must be clearly distinguishable from airport lighting. Reflective surfaces must not cause glare that could temporarily blind a pilot.
 5. Wildlife Attractants: Uses that attract wildlife will not be permitted. Ponds, feedlots, landfills and other uses that attract birds are not compatible land uses within the Airport Impact Overlay District.
 6. No structures, trees, fixed, temporary, or mobile objects shall be erected or allowed to be erected which would exceed the above height limitations.
 7. Other: No use may be made of land within the Airport Impact Overlay District in such a manner as to impair visibility in the vicinity of the airport or otherwise endanger the landing, taking off, or maneuvering of aircraft.
 8. As all development on airport land requires FAA review, FAA approval of City projects constitutes compliance with this ordinance, and no permits or variances are required.

Private development on airport land requires review in accordance with this ordinance as well as FAA approval.
- D. **PERMITTED USES.** Uses permitted by the underlying General District are allowed only if the use also meets the additional requirements of the Airport Impact Overlay District.
- E. **SPECIAL USES.** Special uses allowable under the General District may be allowed only if they also meet the supplemental criteria set forth in this Overlay District.

F. **CONDITIONAL USES.** Conditional uses allowable under the General District may be allowed if they also meet the criteria set forth in this Overlay District.

G. **NON-CONFORMING USES.** Legal uses that existed as of the date of adoption of this ordinance but do not meet the requirements of this Overlay District will be grandfathered in as non-conforming uses.

The owner of any legal non-conforming structure or natural growth is hereby required to permit the installation, operation and maintenance thereon of such markers and lights as shall be deemed necessary by the City to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport hazards. Such markers and lights shall be installed, operated, and maintained at the expense of the City of Truth or Consequences.

H. **COMPLIANCE WITH FAR PART 77.** FAR, Part 77, Section 77.9 states that any person/organization who intends to sponsor any of the following construction or alterations must notify the Administrator of the Federal Aviation Administration (FAA):

- Any construction or alteration exceeding 200 feet above ground level.
- Any construction or alteration:
 - Within 20,000 feet of a public use airport which exceeds one hundred (100) feet outward for each one (1) foot upward surface from any point on the runway of each airport;
 - Any highway, railroad or other traverse way whose prescribed adjusted height would exceed the FAR adjusted heights;
 - When requested by the FAA; or
 - Any construction or alteration located on a public use airport or heliport regardless of height or location.

Notification is accomplished through the process prescribed by the FAA.

1. When notice is required under the FAR Part 77, the project sponsor shall provide a copy of the FAA issued Airspace Number to the City Airport Manager at the time of submission to FAA. A copy of the FAA airspace determination for each notice to FAA shall be provided to the City Airport Manager upon receipt from the FAA and shall be included in any permit or variance request. The Building Inspector will assist project sponsors in determining if notice is required.
 2. When notice is not required under the FAR Part 77, the project sponsor shall include the calculations or information from the FAA supporting this decision to the City Airport Manager and Building Inspector for verification.
 3. The City Airport Manager will evaluate all FAA airspace determinations received from the project sponsor and shall inform the project sponsor and the Building Inspector within 15 working days of receipt, if the FAA airspace determination contains any adverse impact to the airport or airspace.
 4. A FAA airspace determination that has an adverse impact will not be issued a permit. Examples of an adverse impact are any condition that changes the airspace, instrument approach procedures, limits airport development, or similar. A variance may be considered after consultation with the FAA on mitigation measures and the project sponsor agreement to the mitigation measures.
- I. **APPEALS.** The process contained in the Comprehensive Planning and Zoning Code will be used for any appeals or variances requested under this ordinance.

(Ord. No. 633, § 2, 1-8-13)

Editor's note(s)—Ord. No. 633, §§ 1, 2, adopted Jan. 8, 2013, repealed the former § 11-17-1, and enacted a new § 11-17-1 as set out herein. The former § 11-17-1 pertained to overlay districts and derived from Ord. No. 574, adopted Aug. 28, 2007.



Truth or
Consequences
Municipal
Airport

CanAm Hwy

Google My Maps

Map data ©2023 Imagery ©2023, Airbus, CNES / Airbus, Maxar Technologies, NMRGIS, USDA/FPAC/GEO Terms 1,000 ft



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25

CanAm Hwy

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181

52

Google My Maps

Map data ©2022 Imagery ©2022 Airbus CNES / Airbus Mayar Technologies NMRGIS IRSNA/EPAC/GEO Terms 100 ft

LEGEND

- INDICATES 1/2" SET REBAR NIPED PLASTIC CAP "GEM COOP NIPED 5/8"
- INDICATES FOUND MONUMENT AS NOTED ON THIS PLAT HEREIN

NEUTRAL WALL
EASEMENT LINE

TO INDICATES UTILITY POLE

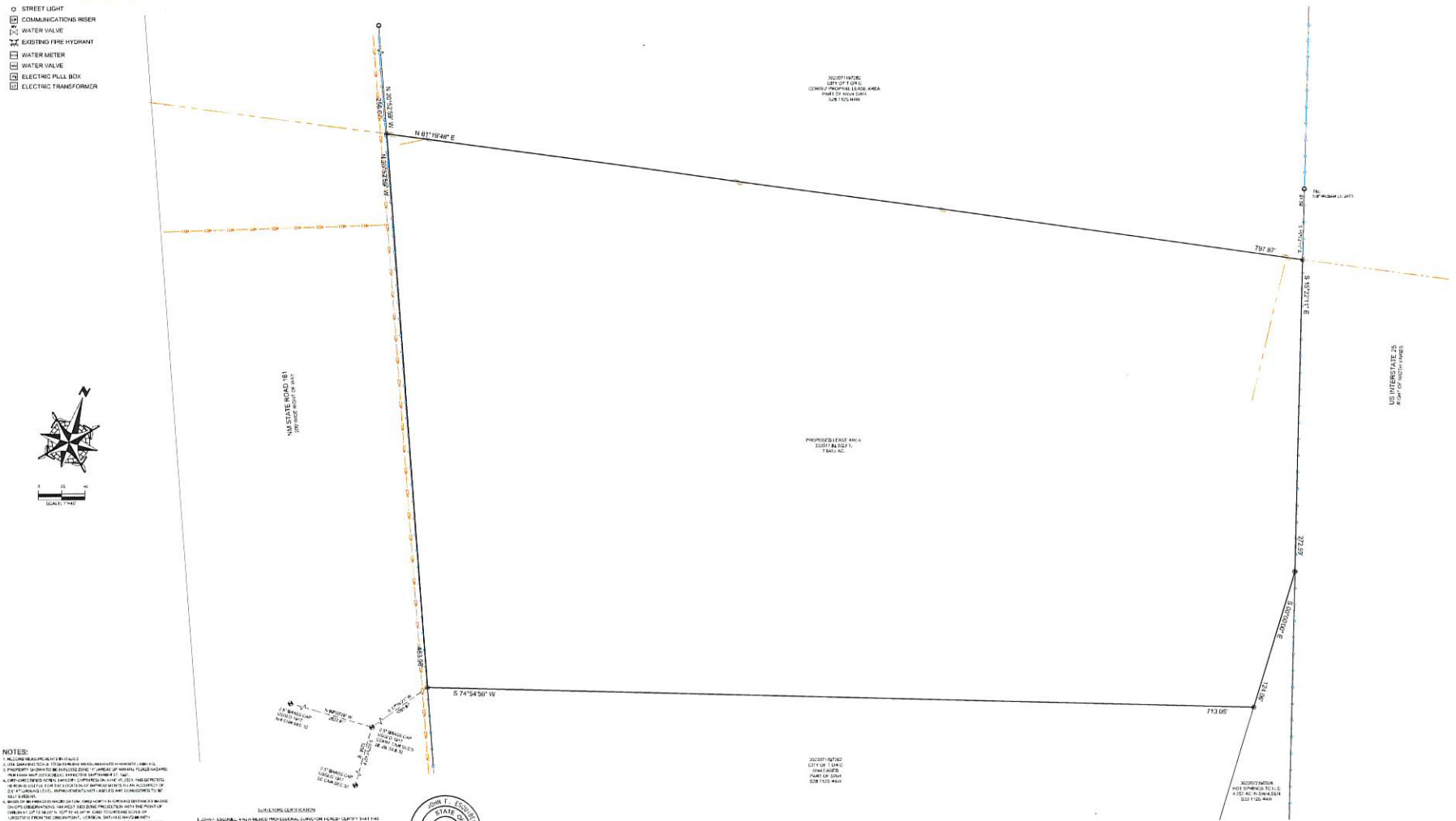
WATERLINE
COMMA LINES
BURNED ELEC
SANITARY SEWER
NATURAL GAS

- STREET LIGHT
- COMMUNICATIONS RISER
- WATER VALVE
- EXISTING FIRE HYDRANT
- WATER METER
- WATER VALVE
- ELECTRIC PULL BOX
- ELECTRIC TRANSFORMER

BOUNDARY SURVEY PLAT

A PROPOSED 7.546 ACRE LEASE AREA WITHIN THE TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT PROPERTY, BEING A PORTION OF SECTION 28, T.12S, R.4W, N.M.P.M. OF THE U.S.G.L.O. SURVEYS, SIERRA COUNTY, NEW MEXICO.

DATE OF SURVEY: SEPTEMBER 26, 2023



- NOTES:
1. ALL CORNER MONUMENTS ARE TO BE PLACED IN THE CORNER OF THE LEASE AREA.
 2. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL MONUMENTS.
 3. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL MONUMENTS.
 4. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL MONUMENTS.
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 8. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL MONUMENTS.
 9. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL MONUMENTS.
 10. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL MONUMENTS.

GEM

SURVEYING
P.O. BOX 80
DELANO, NM 88020
TEL: 505-281-1111
FAX: 505-281-1111

John F. Smith
Surveyor

9-26-2023



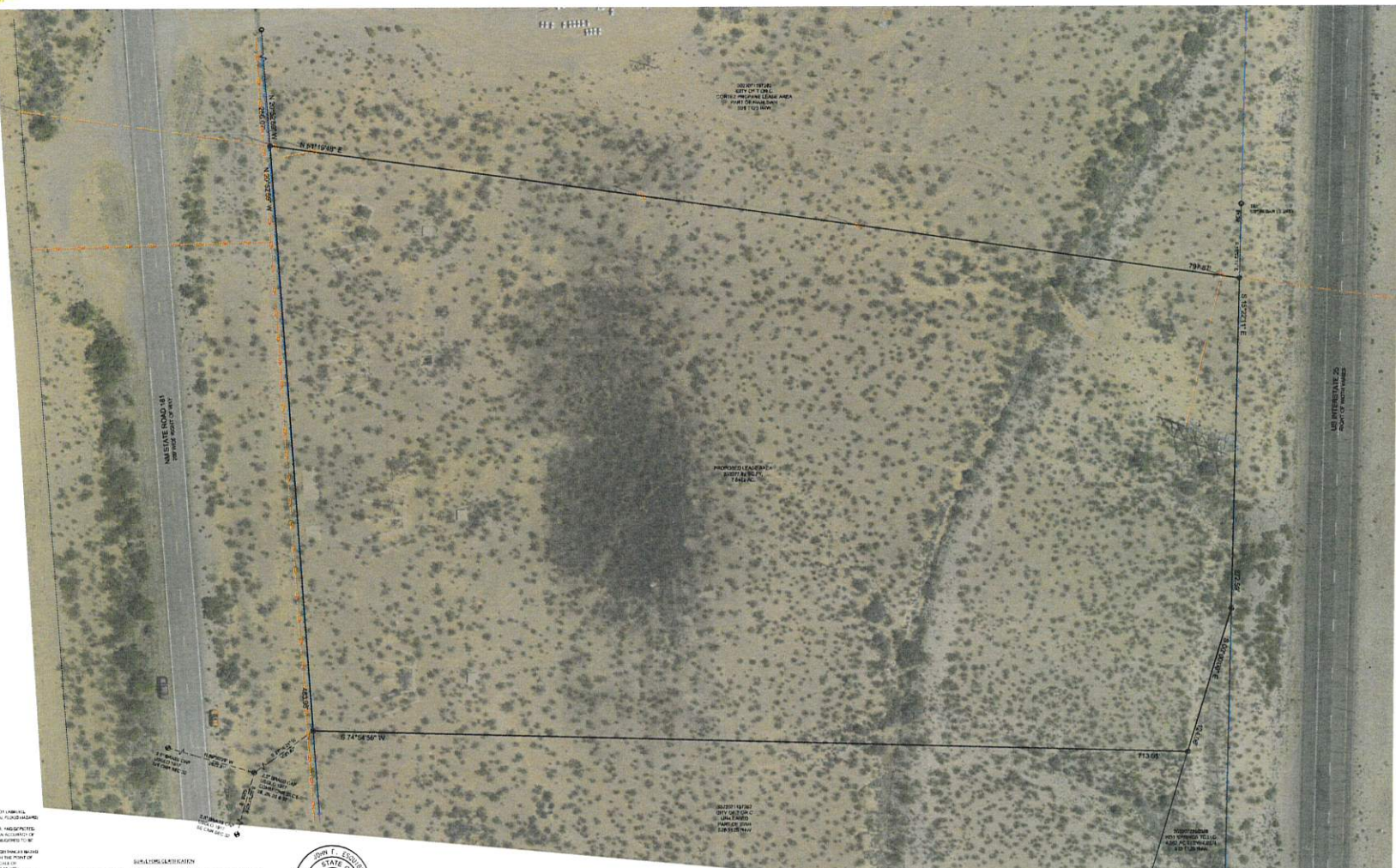
LEGEND

- INDICATES 1/2" SET REBAR W/RED PLASTIC CAP "GEM COOP NMPS 544"
- INDICATES FOUND MONUMENT AS NOTED ON THE PLAT HEREIN
- RELIABLE WALL
- EASEMENT LINE
- WATERLINE
- COMM. LINES
- BURIED ELEC.
- SANITARY SEWER
- NATURAL GAS
- STREET LIGHT
- COMMUNICATIONS RISER
- WATER VALVE
- EXISTING FIRE HYDRANT
- WATER METER
- WATER VALVE
- ELECTRIC PULL BOX
- ELECTRIC TRANSFORMER

BOUNDARY SURVEY PLAT

A PROPOSED 1.066 ACRE LEASE AREA WITHIN THE TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT PROPERTY, BEING A PORTION OF SECTION 28, T.12S., R.4W., N.M.P.M. OF THE U.S.G.L.O. SURVEYS, SIERRA COUNTY, NEW MEXICO.

DATE OF SURVEY: SEPTEMBER 25, 2023



NOTES:

1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE NEW MEXICO PROFESSIONAL SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
2. THE SURVEYING SCALE IS 1" = 40 FEET. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
3. THE SURVEYING AREA IS SHOWN IN RED ON THE AERIAL PHOTOGRAPH. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
4. THE SURVEYING AREA IS SHOWN IN RED ON THE AERIAL PHOTOGRAPH. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
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9. THE SURVEYING AREA IS SHOWN IN RED ON THE AERIAL PHOTOGRAPH. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
10. THE SURVEYING AREA IS SHOWN IN RED ON THE AERIAL PHOTOGRAPH. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

SURVEYOR'S CERTIFICATION

I, **JOHN F. GEM**, a duly licensed Professional Surveyor in the State of New Mexico, do hereby certify that I have personally supervised the making of this survey and that the same is a true and correct representation of the facts as found in the field.

SEP 26, 2023



GEM SURVEYING
P.O. BOX 18
CHAGALL, NEW MEXICO
TEL: 505-325-1111
FAX: 505-325-1111

LEASE

THIS INDENTURE, made this __ day of _____, 2023,

BY AND BETWEEN CITY OF TRUTH OR CONSEQUENCES, hereinafter, whether singular or plural, masculine, feminine, or neuter, designated as "Lessor", which expression shall include Lessor's heirs, executors, administrators, assigns, and successors in interest,

AND TALON SEPTIC, LLC, a New Mexico Limited Liability Company, hereinafter, whether singular or plural, masculine, feminine, or neuter, designated "Lessee", which expression shall include all Lessees, jointly and severally, and shall include Lessee's heirs, executors, administrators, assigns, and successors in interest.

WITNESSETH:-

1. DEMISE OF PREMISES

Lessor, for and in consideration of the covenants and agreement herein contained to be kept and performed by Lessee, Lessee's heirs, executors, administrators, assigns, and successors in interest, and upon the terms and conditions herein contained, does hereby let, lease and demise to Lessee the following described premises situated in Truth or Consequences, in the County of Sierra, State of New Mexico describes as follows:

2. RENT

Lessee, for and in consideration of this Lease and the demise of the said premises by Lessor to Lessee, hereby agrees and covenants with Lessor to pay as rent for the said premises, without notice or demand, the sum of \$1,150.00 per month to be paid on the 1st day of each month with the first payment due on January 1, 2024.

3. TERM OF LEASE

The term of this Lease shall be for a period of two (2) years, beginning on the 1st day of January and ending on December 31, 2025, unless otherwise terminated.

4. USE OF PREMISES & REMEDIAL MEASURES

Lessee, for and in consideration of this Lease and the demise of the said premises by Lessor to Lessee, hereby agrees and covenants with Lessor to use and occupy the said premises for the purpose of conducting septage operations. The Lessee will apply for and receive from the State of New Mexico Environmental Department (NMED) all appropriate permits and licenses necessary for its operation. This includes a ground water discharge permit.

Upon termination of this Lease, the Lessee will take all necessary remedial measures to restore the real property to its state at the time of the inception of the Lease. The Lessee shall comply with all NMED requirements and obtain NMED Certificates of Completion.

5. OPTION TO PURCHASE

The Lessor hereby grants to the Lessee an option to purchase the premises for the appraised value to be determined at the time the option is exercised. Lessee shall notify Lessor of its intent to exercise its option by no later than January 10, 2025. The closing shall occur within ninety (90) days of the date of the Lessee's notification.

In the event that the Lessee desires to construct or alter any structures on the premises, the Lessee shall first obtain written approval from the City. Also, it will comply with all Federal Aviation Administration requirements including 14 C.F.R. Part 77.9, a copy of which is attached hereto as **EXHIBIT A**.

6. LIABILITY

Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the said premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the said premises. Further, Lessee hereby agrees and covenants with Lessor that Lessor shall not be liable for any damage to the said demised premises, or to any part thereof, or to any property or effects therein or thereon, caused by leakage from the roof of said premises or by bursting, leakage, or overflowing of water from any source whatsoever, and Lessee hereby agrees and covenants to indemnify and save harmless Lessor from any and all claims and liability for any damage to the said demised premises, or to any part thereof, or to any property or effects therein or thereon.

Further, Lessee agrees to maintain casualty insurance and liability insurance on the premises with minimum limits of \$1,000,000.00 with Lessor named as a loss payee and each policy will include the Lessor named as an additional insured on the policy.

7. ASSIGNMENT AND SUBLETTING

Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor that neither Lessee nor Lessee's heirs, executors, administrators, assigns, or successors in interest shall assign this Lease or sublet the said demised premises, in whole or in part, without first obtaining the written consent of Lessor therefor; that no assignment of this Lease or any subletting of the said demised premises, in whole or in part, shall be valid, except by and with the written consent of Lessor first obtained; that the consent of Lessor to any such assignment or subletting shall not operate to discharge Lessee, or any one of them, or Lessee's heirs, executors, administrators, assigns, or successors in interest from their liability upon the agreements and covenants of this Lease, and Lessee, Lessee's heirs, executors,

administrators, assigns, and successors in interest shall remain liable for the full and complete performance of all of the terms, conditions, covenants, and agreements herein contained; that any consent of Lessor to any such assignment or subletting shall not operate as a consent to further assignment or subletting or as a waiver of this covenant and agreement against assignment and subletting; and that following any such assignment or subletting, the assignee and/or sublettee shall be bound by all of the terms, conditions, covenants, and agreements herein contained including the covenant against assignment and subletting.

8. LESSOR'S RIGHT OF INGREE AND EGRESS

Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor that Lessor shall have the right at any time to enter upon the said premises including the right of ingress and egress through the property to other properties owned by Lessor.

9. LESSEE'S RESPONSIBILITY OF COSTS AND EXPENSES

The Lessee shall be responsible for all expenses in connection with its operations. These shall include but not be limited to, the utilities and maintenance of the building.

10. TERMINATION

In consideration of the mutual covenants and promises contained in this Lease, neither party shall have the right to terminate this Lease without cause. Either party, however, may have the right to terminate this agreement upon a material breach by the other party of any of this Lease's provisions. In such event, the party desiring to terminate this Lease shall give thirty (30) days written notice to the other party of its intent to terminate the Lease.

11. ABANDONMENT

Should Lessor abandon the above premises and fail to use the same for a period of ninety (90) consecutive days, then at the option of the City, this Lease Agreement may be terminated, and all parties released therefrom and all improvements on City's land shall then pass to and vest in City.

12. ENFORCEMENT

A delay by either party in enforcing provisions of this lease does not constitute a waiver thereof.

13. THIS LEASE EMBODIES ALL AGREEMENTS BETWEEN THE PARTIES

It is covenanted and agreed by and between the parties hereto that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all such covenants agreements and understandings have been merged into this written Lease. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Lease.

14. AMENDMENTS

It is covenanted and agreed by and between the parties hereto that this Lease shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

15. NOTICES

Any notices to be given by either party to this Lease shall be given as follows:

City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Attn: City Manager

Talon Septic
P.O. Box 772
801 NM 195
Elephant Butte, NM 87935

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF TRUTH OR CONSEQUENCES

TALON SEPTIC, LLC

By: _____
Amanda Forrister, Mayor

By: _____

ATTEST:

CITY CLERK

ACKNOWLEDGEMENTS

STATE OF NEW MEXICO |
 :ss.
COUNTY OF SIERRA |

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ of **TALON SEPTIC, LLC**, a New Mexico Limited Liability Company.

Notary Public

§ 77.9 Construction or alteration requiring notice.

If requested by the FAA, or if you propose any of the following types of construction or alteration, you must file notice with the FAA of:

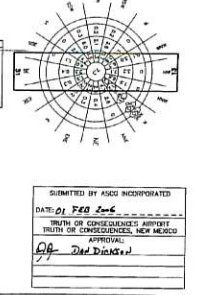
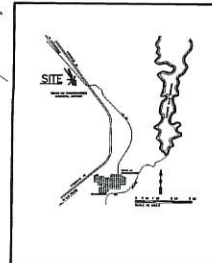
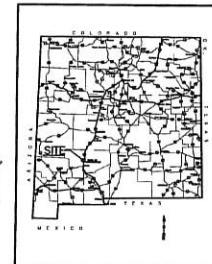
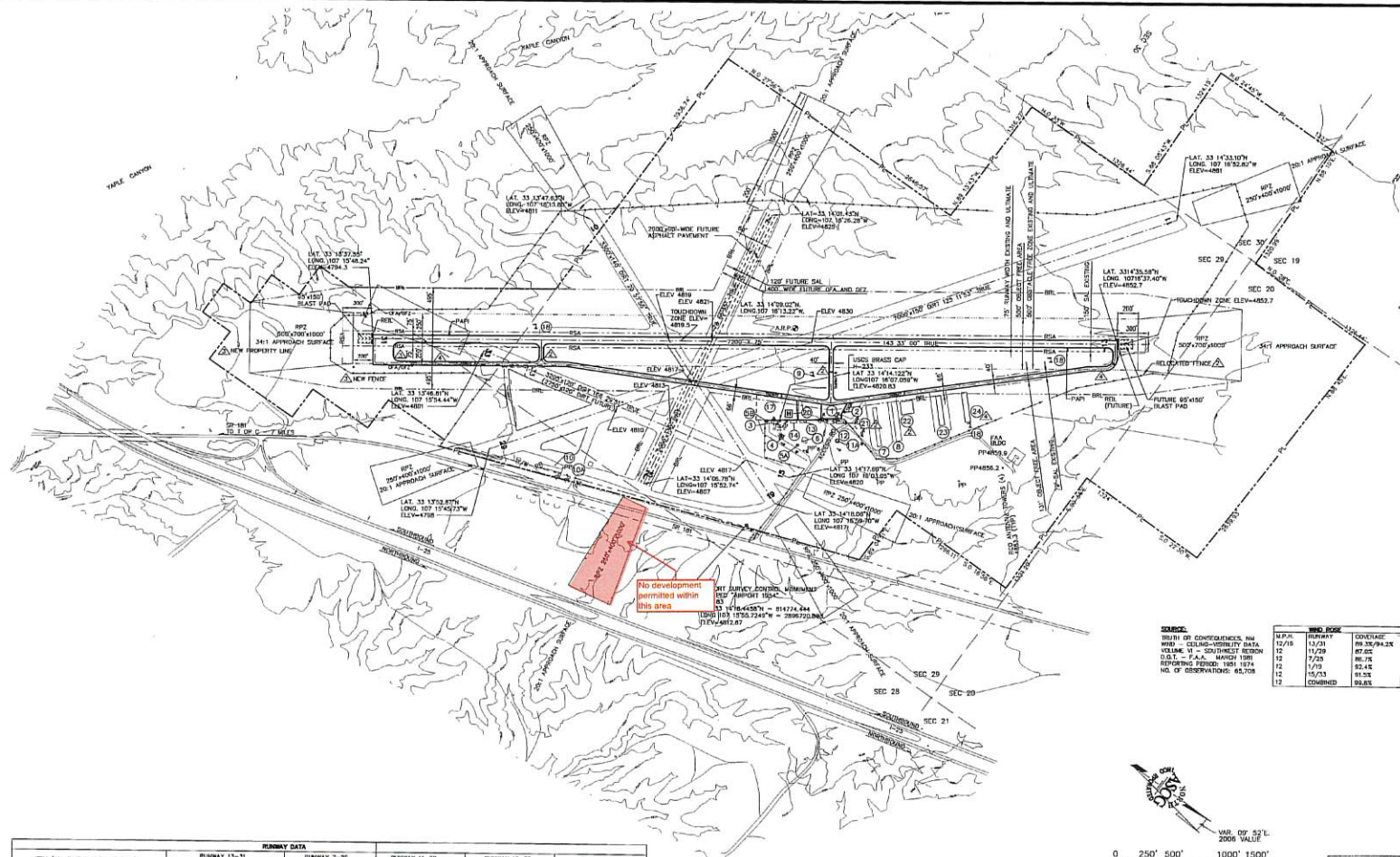
- (a) Any construction or alteration that is more than 200 ft. AGL at its site.
- (b) Any construction or alteration that exceeds an imaginary surface extending outward and upward at any of the following slopes:
 - (1) 100 to 1 for a horizontal distance of 20,000 ft. from the nearest point of the nearest runway of each airport described in [paragraph \(d\)](#) of this section with its longest runway more than 3,200 ft. in actual length, excluding heliports.
 - (2) 50 to 1 for a horizontal distance of 10,000 ft. from the nearest point of the nearest runway of each airport described in [paragraph \(d\)](#) of this section with its longest runway no more than 3,200 ft. in actual length, excluding heliports.
 - (3) 25 to 1 for a horizontal distance of 5,000 ft. from the nearest point of the nearest landing and takeoff area of each heliport described in [paragraph \(d\)](#) of this section.
- (c) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 15 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of [paragraph \(a\)](#) or [\(b\)](#) of this section.
- (d) Any construction or alteration on any of the following airports and heliports:
 - (1) A public use airport listed in the Airport/Facility Directory, Alaska Supplement, or Pacific Chart Supplement of the U.S. Government Flight Information Publications;
 - (2) A military airport under construction, or an airport under construction that will be available for public use;
 - (3) An airport operated by a Federal agency or the DOD.
 - (4) An airport or heliport with at least one FAA-approved instrument approach procedure.
- (e) You do not need to file notice for construction or alteration of:
 - (1) Any object that will be shielded by existing structures of a permanent and substantial nature or by natural terrain or topographic features of equal or greater height, and will be

located in the congested area of a city, town, or settlement where the shielded structure will not adversely affect safety in air navigation;

(2) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device meeting FAA-approved siting criteria or an appropriate military service siting criteria on military airports, the location and height of which are fixed by its functional purpose;

(3) Any construction or alteration for which notice is required by any other FAA regulation.

(4) Any antenna structure of 20 feet or less in height, except one that would increase the height of another antenna structure.



ITEM (ALL DIMENSIONS ARE FEET)	RUNWAY 13-31		RUNWAY 7-25		RUNWAY 11-29		RUNWAY 15-33		RUNWAY 01-19	
	EXISTING	ULTIMATE	EXISTING	ULTIMATE	EXISTING	ULTIMATE	EXISTING	ULTIMATE	EXISTING	ULTIMATE
AIRPORT REFERENCE CODE	0-1	0-1	0-1	0-1	0-1	0-1	0-1	0-1	0-1	0-1
EFFECTIVE GRADIENT (%)	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
PAVEMENT SURFACE COND.	ASPHALT, FRC	ASPHALT, FRC	ASPHALT, FRC	ASPHALT, FRC	ASPHALT, FRC	ASPHALT, FRC	ASPHALT, FRC	ASPHALT, FRC	ASPHALT, FRC	ASPHALT, FRC
PAVEMENT DESIGN STRENGTH (50 LBS CROSS)	12.5 S, 20 DNG	12.5 S, 20 DNG	12.5 S, 20 DNG	12.5 S, 20 DNG	12.5 S, 20 DNG	12.5 S, 20 DNG	12.5 S, 20 DNG	12.5 S, 20 DNG	12.5 S, 20 DNG	12.5 S, 20 DNG
RUNWAY LENGTH AND WIDTH	7200' x 150'	7200' x 150'	2900' x 150'	2900' x 150'	3200' x 150'	3200' x 150'	2700' x 150'	2700' x 150'	2700' x 150'	2700' x 150'
RUNWAY MARKING	NP/AN	NP/AN	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
RUNWAY LIGHTING	MR	MR	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
USUAL APPROACH AIDS	PAP	PAP AND REL	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
TAXIWAY LIGHTING	REFLECTORS	REFLECTORS	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
TAXIWAY MARKING	LS	LS	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
FAIR 77 RUNWAY CATEGORY	C/C	C/C	A/A	A/A	A/A	A/A	A/A	A/A	A/A	A/A
FAIR 77 APPROACH SLOPE	34.1 / 34.1	34.1 / 34.1	20.1 / 20.1	20.1 / 20.1	20.1 / 20.1	20.1 / 20.1	20.1 / 20.1	20.1 / 20.1	20.1 / 20.1	20.1 / 20.1
APPROACH VISIBILITY MINIMUMS	1 MILE / 1 MILE	1 MILE / 1 MILE	1 MILE / 1 MILE	1 MILE / 1 MILE	1 MILE / 1 MILE	1 MILE / 1 MILE	1 MILE / 1 MILE	1 MILE / 1 MILE	1 MILE / 1 MILE	1 MILE / 1 MILE
TAKE OFF RUN AVAILABLE (TORA)	-	-	-	-	-	-	-	-	-	-
TAKE OFF DISTANCE AVAILABLE (TODA)	-	-	-	-	-	-	-	-	-	-
ACCELERATE-STOP DISTANCE AVAILABLE (ASDA)	-	-	-	-	-	-	-	-	-	-
LANDING DISTANCE AVAILABLE (LDA)	-	-	-	-	-	-	-	-	-	-
RUNWAY SAFETY AREA (RSA)	150'	150'	150'	150'	150'	150'	150'	150'	150'	150'
RUNWAY OBSTACLE FREE AREA (ORFA)	500'	500'	500'	500'	500'	500'	500'	500'	500'	500'
RUNWAY OBSTACLE FREE ZONE (ORFZ)	400'	400'	400'	400'	400'	400'	400'	400'	400'	400'
TAXIWAY SAFETY AREA (TSA)	75'	75'	75'	75'	75'	75'	75'	75'	75'	75'
TAXIWAY OBSTACLE FREE AREA (TOFA)	131'	131'	131'	131'	131'	131'	131'	131'	131'	131'
BUILDING RESTRICTION LINE (BRL)	850'	850'	850'	850'	850'	850'	850'	850'	850'	850'
OBSTRUCTIONS	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE

BASIC AIRPORT DATA			
AIRPORT REFERENCE POINT COORDINATES	N. LATITUDE	33° 14' 00" N	ULTIMATE
AIRPORT ELEVATION (FEET ANGL)	4880	4880	4880
AIRPORT REFERENCE CODE (ARC)	0-1	0-1	0-1
NAVIGATIONAL AID	7.5' DIODE	FLIGHT REFERENCE STATION	EL PASO
U.S. AIRCRAFT	7125' HAWK	SECTIONAL CHART COVERAGE	ALBUQUERQUE
TERMINAL BUILDING	31' 00"	LOW ALTITUDE	1-4
MAGNETIC VARIATION (1995)	7 MIN	UNIFORM FREQUENCY	122.80
C.D. TO AIRPORT	740 ACRES		740 ACRES
AIRPORT ACRES	740 ACRES		740 ACRES

AIRPORT FACILITIES DATA TABLE		
NO.	EXISTING	2008 ELEVATION
1	ADMINISTRATION BUILDING/PCV	4887' 7' 4887'
2	FUEL TANKS/ISLAND	4880
3	FORMER FCS BUILDING AND ANTENNA STRUCTURES	4880
4	5A ANGS	4880
5	5B ANGS	4880
6	MILITARY FUEL STORAGE	4880
7	HOTEL 17 HANGAR (12 NESTED)	4880
8	USAF HANGAR (12 NESTED)	4880
9	USAF HANGAR (12 NESTED)	4880
10	HANGAR (12 NESTED AND 1 SINGLE)	4880
11	104 POWER POLES (S)	4880
12	114 OF ANTENNA STRUCTURE	4880
13	118 FAN BUILDING/PCV	4880
14	209 TOWER/SAFE HELIPAD-NAIL AIRCRAFT	4880
15	211 TOWER/SAFE HELIPAD-NAIL AIRCRAFT	4880
16	212 TOWER/SAFE HELIPAD-NAIL AIRCRAFT	4880
17	213 TOWER/SAFE HELIPAD-NAIL AIRCRAFT	4880
18	214 TOWER/SAFE HELIPAD-NAIL AIRCRAFT	4880
19	215 TOWER/SAFE HELIPAD-NAIL AIRCRAFT	4880
20	216 TOWER/SAFE HELIPAD-NAIL AIRCRAFT	4880
21	217 TOWER/SAFE HELIPAD-NAIL AIRCRAFT	4880
22	218 TOWER/SAFE HELIPAD-NAIL AIRCRAFT	4880
23	219 TOWER/SAFE HELIPAD-NAIL AIRCRAFT	4880
24	220 TOWER/SAFE HELIPAD-NAIL AIRCRAFT	4880

FEDERAL AVIATION ADMINISTRATION Southwest Region		
APPROVED	APPROVED	APPROVED
Approved - Subject to conditions	Approved - Subject to conditions	Approved - Subject to conditions
Comments in Letter Dated APR 17 2008	Comments in Letter Dated APR 17 2008	Comments in Letter Dated APR 17 2008
DATE MANAGER LOUISIANA/NEW MEXICO ADO	DATE MANAGER LOUISIANA/NEW MEXICO ADO	DATE MANAGER LOUISIANA/NEW MEXICO ADO

ASCG INCORPORATED
1000 AVENUE K, SUITE 100
DALLAS, TEXAS 75201-2801
PHONE 972.281.1000
FAX 972.281.1001
WWW.ASCG.COM

TRUTH OR CONSEQUENCE
MUNICIPAL AIRPORT (TCS)
NEW MEXICO

AIRPORT LAYOUT PLAN

REVISIONS

NUMBER	DATE
1	1-05-06
2	6-22-04
3	6-10-04

JOB NO: 3508.11
DATE: JAN 2006
DRAWN BY: MJU/DEG
CHECKED BY: MJU/DS
DRAWING NO: 1
SHEET OF



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.3

SUBJECT: Discussion/Action -865 W 4th Ave - Multi Animal Permit Renewal

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

See attached P & Z Packet

Recommendation:

Attachments:

- P & Z Packet
- Draft P & Z Minutes 11-13-2023

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-13-23



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 11-13-2023

ITEM:

Discussion/Action – Special Use Permit 865 W 4th Ave Multi Animal Permit

BACKGROUND:

Annual Renewal of previously approved permit

SUPPORT INFORMATION:

Application
Public Hearing Notice

Name of Drafter: Traci Alvarez	: Assistant City Manager	Meeting date 11-13-2023
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	

TRUTH OR CONSEQUENCES ANIMAL CONTROL KENNEL INSPECTION

(IN ACCORDANCE WITH CITY ORDINANCE'S SEC 3-8.1)

City of Truth or Consequences
507 Mc Adoo Street
Truth or Consequences, NM 87901

Applicant: Geneva Pryor

Address: 865 W. 4th Ave T or C, NM 87901

Phone Number 575-640-3083

Other Contact# _____

TYPE OF ANIMALS

TYPE	SEX	AGE	BREED	COLOR	NAME	LIC#	EXP DATE	RABIES TAG #	EXP DATE
Cat	M		Shorthair	Tabby	Chaps	85	12/9/24		12/9/24
	M		Longhair	Tabby	Stormy	86	12/1/24		12/1/24
	F		Shorthair	Tabby	Roxie	1091	4/16/24		4/16/24
	F		Mid hair	Tortie	Suzie	88	1/13/25		1/13/25
	F		Shorthair	Black	Killy	93	4/12/25		4/12/25
	F		Shorthair	Tuxedo	Tuxi	94	2/24/25		2/24/25
	F		Shorthair	Gray manx	Rose	99	7/19/25		7/19/25

CHECKLIST:

- A Enclosure/fencing type/gates/secure latches/pens/prevention of escape.
- A Adequate Space/exercise at all times.
- A Animal to have dog houses/sleeping areas including weatherproofing, bedding at all times.
- A Animal to have access to shelter from adverse climate conditions at all times.
- A Animal to have access to shade at all times/man made or natural shade/relief from direct sunlight.
- A Animal to have access to fresh clean potable water/sufficient amounts at all times.
- A Animal to have access to food to maintain health/minimize contamination.
- A Animal to have clean and sanitary conditions at all times.

A=Acceptable NI=Needs Improvement U=Unacceptable Maximum Capacity: _____

Correction action needed: _____

Applicant Signature: Geneva Pryor

Inspected by Officer: Kaycie Roush Signature Kaycie Roush

Date: 10/18/23

AC2

Roush

Kaycie Roush AC2

*Amanda Forrister
Mayor*

*Rolf Hechler
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Shelly Harrelson
Commissioner*

*Angie Gonzales
City Manager*

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, November 13, 2023 to receive input regarding the following:

Public Hearing/Discussion/Action: Request for a Special Use Permit at 865 W. 4th Ave. for the purpose of a Multi Animal Permit.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

Should you have any questions regarding this Public Hearing, please contact me at (575) 894-6675 or by email at aatorres@torcnm.org.

The agenda may be obtained on Friday, November 10, 2023 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Friday, October 27, 2023

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, NOVEMBER 13, 2023**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, November 13, 2023 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

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

2. APPROVAL OF MINUTES:

a) October 10, 2023

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

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

There were no comments at this time.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

a) Public Hearing/Discussion/Action: Summary Plat Amendment at 1075 E. Riverside. Assistant City Manager Alvarez

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

Assistant City Manager Alvarez: Chairman and members of the board, this is a pretty simplified summary plat request; the applicant owns 2 parcels and they're requesting to vacate the lot line between the 2

parcels and make it one large parcel. All public notices were sent out; only heard back from BOR since they do border the river and there were no issues or concerns with BOR. At this time, we are requesting approval to vacate the lot lines so that they are having one property to pay taxes on that has a mobile home with a garage and shop.

Vice-Chairman Buhler: What is their name? Is it Landry?

Assistant City Manager Alvarez: Yes.

Vice-Chairman Buhler: Because it wasn't on any of the top paperwork; just on the second page. Ok.

Chairman Sisney: Are there any questions from the council on this item?

Vice-Chairman Buhler: I drove by and I looked at it; they have a lot of stuff on that lot. Huge amount; I guess they're not here to talk to us either.

Assistant City Manager Alvarez: They were unable to attend the meeting.

Vice-Chairman Buhler: That's the only thing I really have to say; I'm sure that they're all with their legalities are all correct.

Assistant City Manager Alvarez: So, is it different than the pictures that I included?

Vice-Chairman Buhler: Well, you know, yes, there's a lot more stuff in there.

Assistant City Manager Alvarez: So, these pictures were taken just last week, so I can ask if code enforcement can go by, but I just went by and took those pictures last week. As a matter of fact, I can tell you what day.

Vice-Chairman Buhler: Well, I don't have a problem with what they want to do, but there is an incredible amount of stuff on that piece of property. That's all I have to say.

Chairman Sisney: Does anyone else have any questions?

Chairman Sisney made a motion to recommend the Summary Plat Amendment to the City Commission for final approval.

Member Luchini seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

- b) Public Hearing/Discussion/Action: Request for a Special Use Permit at 865 W. 4th Ave. for the purpose of a Multi Animal Permit. Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman and member of the board, this came to you guys a year ago, so this is just an annual renewal. They have the cats; no issues or concerns from animal control and no issues or concerns with anything to do with code enforcement. They did the check; they're very happy with everything. Unfortunately, they have training that they are out at and were unable to attend the

meeting tonight, but there are no issues or concerns and both animal control and code enforcement both recommend approval of the renewal.

Chairman Sisney: Are there any questions from the board?

Deputy Clerk Gabaldon: We have Geneva Pryor here if you have any questions.

Applicant Geneva Pryor: I hope that I can get a renewal. Same as before. Animal control is ecstatic with the cat-a-tat. I would really appreciate it if you guys could approve this again.

Chairman Sisney made a motion to recommend approval to the City Commission for a Special Use Permit for the purpose of a Multi Animal Permit.

Vice-Chairman Buhler seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

5. REPORTS FROM THE BOARD

There were no reports from the board at this time.

6. REPORTS FROM STAFF

There were no reports from City staff at this time.

7. ADJOURNMENT

Vice-Chairman Buhler made a motion to adjourn.

Member Luchini seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 11TH DAY OF DECEMBER, 2023.

Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.4

SUBJECT: Discussion/Action -1075 E. Riverside - Summary Plat

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

See attached P & Z Packet

Recommendation:

Attachments:

- P & Z Packet
- P & Z Draft Minutes 11-13-2023

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 12-13-23



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 11-8-2023

ITEM:

Public Hearing/Discussion/Action: Summary Plat Amendment at 1075 E. Riverside

BACKGROUND:

Applicant would like remove lot line and combine their parcels.

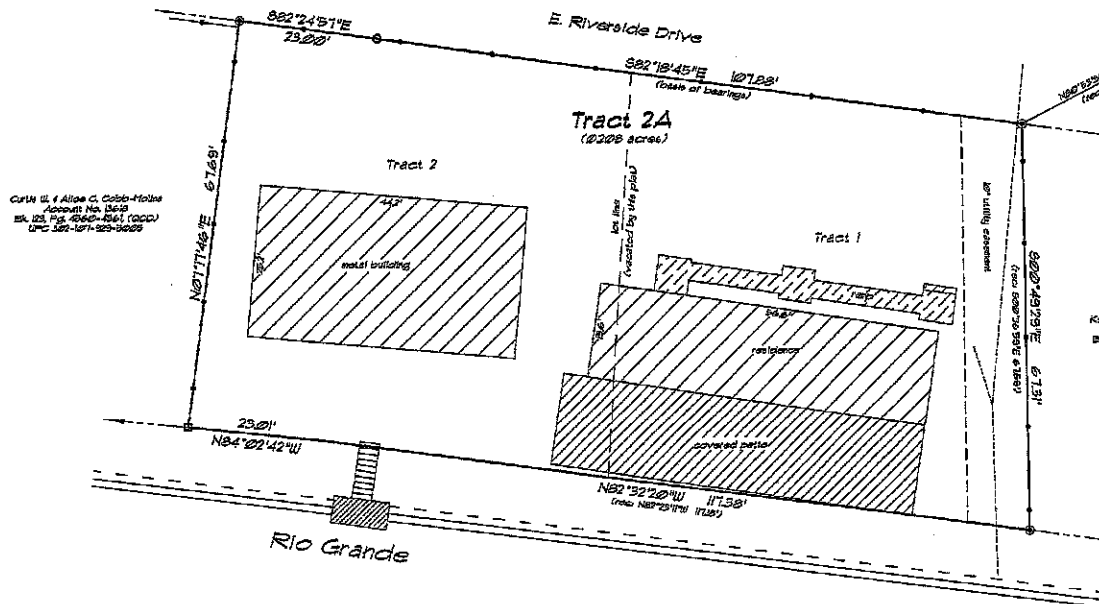
SUPPORT INFORMATION:

Plat
Public Hearing Notice
Site Pictures

Name of Drafter: Traci Alvarez	: Assistant City Manager	Meeting date 11/13/2023
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	

ALTERNATE SUMMARY PROCEDURE-SUMMARY REPLAT

of Tract 1 and Tract 2, (now known as Tract 2A), O'Neill Subdivision #2,
in Section 3, Township 14 South, Range 4 West, NMLPM,
in the City of Truth or Consequences, Sierra County,
New Mexico



Curly W. & Alice C. Cobb-Holmes
Account No. 0059
BK. 12, PG. 650-651 (2022)
UPC 302-1071-523-5025

Kenneth & Karen S. Campbell
Account No. 0054
BK. 11, PG. 524-525 (2022)
UPC 302-1071-571-5007

Twp. 14 South
Rnge. 4 West
Sec. 34
M. corner
Sec. 3
Twp. 14 South
Rnge. 4 West

ACKNOWLEDGMENT

We, the undersigned owners of the herein described property do hereby acknowledge, with our free consent and in accordance with our duties and desires, the replat of lots as shown on this plat.

Norman R. Landry
Norman R. Landry

STATE OF NEW MEXICO ;
COUNTY OF SIERRA ;

The foregoing instrument was acknowledged before me this 22nd day of September, 2023, by Norman R. Landry

Josephine E. Holly
Josephine E. Holly

Notary Public
My Commission Expires: 3/10/2025

Nanetta L. Landry
Nanetta L. Landry

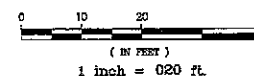
STATE OF NEW MEXICO ;
COUNTY OF SIERRA ;

The foregoing instrument was acknowledged before me this 22nd day of September, 2023 by Nanetta L. Landry

Josephine E. Holly
Josephine E. Holly

Notary Public
My Commission Expires: 3/10/2025

GRAPHIC SCALE



STATE OF NEW MEXICO
NOTARY PUBLIC
Josephine E. Holly
Commission Number 1132814
My Commission Expires March 10, 2025

September 15, 2023

References

Tract 1
Account No. 0347
UPC 302-1071-523-2007

Tract 2
Account No. 0110
UPC 302-1071-523-0006

Book 14, Page 1268, (Currently Dead)

O'Neill Subdivision #2 filed on December 11, 1956, (Plat of Survey Book 1, Page 140)

National Flood Insurance Program, Flood Insurance Rate Map Community-Panel No. 354073 0000 C, Map revised July 16, 1997

Notes

This tract is subject to easements, restrictions and reservations of record

The tract shown herein is located within the boundaries of Flood Zone AE, Special Flood Hazard Area designated by the 100 year flood, with base flood elevations determined

The herein described tract was created under the City of Truth or Consequences Subdivision Codes, Ordinance Number 555, adopted May 23, 1996, (Chapter 15, Section 15, Alternate Summary Procedure)

Property address is 1071 E. Riverside Drive

Use drawing scale to determine measurements when not labeled

Legend

found 3/8" rebar stavecap stamped "R.S. 8-47" @

found 1" rebar w/extension cap, (no survey ident/location) @

pipe fence corner, (in concrete) @

found 1/2" rebar stavecap stamped "N.M.L.S. 1025" @

chain link fence

overhead utility line

The City of Truth or Consequences does hereby acknowledge the division of land as shown on this plat.

Mayor:

Deputy

Chaparral Surveying, LLC

Professional Land Surveying

P.O. Box 609 Elephant Butte, New Mexico 87805

CERTIFICATE

This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief. I further certify that this survey is an Alternate Summary Procedure of an existing tract or tracts.

This plat meets the minimum requirements of the Standards of Land Surveys in New Mexico.

David H. Sam
New Mexico Professional Surveyor
License Number 005

INDEXING INFORMATION FOR COUNTY CLERK

Norman R. & Nanetta L. Landry (12347-15170)
O'Neill Subdivision #2

Section 3, Twp. 14 South, Rge. 4 West

*Amanda Forrister
Mayor*

*Rolf Hechler
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



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

*Destiny Mitchell
Commissioner*

*Shelly Harrelson
Commissioner*

*Angie Gonzales
City Manager*

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, November 13, 2023 to receive input regarding the following:

Public Hearing/Discussion/Action: Summary Plat Amendment at 1075 E. Riverside.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

Should you have any questions regarding this Public Hearing, please contact Traci Alvarez at (575) 941-0565 or by email at talvarez@torcnm.org.

The agenda may be obtained on Thursday, November 9, 2023 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel– Friday, October 13, 2023







**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, NOVEMBER 13, 2023**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, November 13, 2023 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

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

2. APPROVAL OF MINUTES:
a) October 10, 2023

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

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

There were no comments at this time.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

- a) Public Hearing/Discussion/Action: Summary Plat Amendment at 1075 E. Riverside. Assistant City Manager Alvarez

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

Assistant City Manager Alvarez: Chairman and members of the board, this is a pretty simplified summary plat request; the applicant owns 2 parcels and they're requesting to vacate the lot line between the 2

parcels and make it one large parcel. All public notices were sent out; only heard back from BOR since they do border the river and there were no issues or concerns with BOR. At this time, we are requesting approval to vacate the lot lines so that they are having one property to pay taxes on that has a mobile home with a garage and shop.

Vice-Chairman Buhler: What is their name? Is it Landry?

Assistant City Manager Alvarez: Yes.

Vice-Chairman Buhler: Because it wasn't on any of the top paperwork; just on the second page. Ok.

Chairman Sisney: Are there any questions from the council on this item?

Vice-Chairman Buhler: I drove by and I looked at it; they have a lot of stuff on that lot. Huge amount; I guess they're not here to talk to us either.

Assistant City Manager Alvarez: They were unable to attend the meeting.

Vice-Chairman Buhler: That's the only thing I really have to say; I'm sure that they're all with their legalities are all correct.

Assistant City Manager Alvarez: So, is it different than the pictures that I included?

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Vice-Chairman Buhler: Well, I don't have a problem with what they want to do, but there is an incredible amount of stuff on that piece of property. That's all I have to say.

Chairman Sisney: Does anyone else have any questions?

Chairman Sisney made a motion to recommend the Summary Plat Amendment to the City Commission for final approval.

Member Luchini seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

- b) Public Hearing/Discussion/Action: Request for a Special Use Permit at 865 W. 4th Ave. for the purpose of a Multi Animal Permit. Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman and member of the board, this came to you guys a year ago, so this is just an annual renewal. They have the cats; no issues or concerns from animal control and no issues or concerns with anything to do with code enforcement. They did the check; they're very happy with everything. Unfortunately, they have training that they are out at and were unable to attend the

meeting tonight, but there are no issues or concerns and both animal control and code enforcement both recommend approval of the renewal.

Chairman Sisney: Are there any questions from the board?

Deputy Clerk Gabaldon: We have Geneva Pryor here if you have any questions.

Applicant Geneva Pryor: I hope that I can get a renewal. Same as before. Animal control is ecstatic with the cat-a-tat. I would really appreciate it if you guys could approve this again.

Chairman Sisney made a motion to recommend approval to the City Commission for a Special Use Permit for the purpose of a Multi Animal Permit.

Vice-Chairman Buhler seconded the motion.

Roll call vote was taken.

Motion carried unanimously.

5. REPORTS FROM THE BOARD

There were no reports from the board at this time.

6. REPORTS FROM STAFF

There were no reports from City staff at this time.

7. ADJOURNMENT

Vice-Chairman Buhler made a motion to adjourn.

Member Luchini seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 11TH DAY OF DECEMBER, 2023.

Chris Sisney, Chairman
Planning & Zoning Board



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: 1.5

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: December 7, 2023
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director

Summary/Background:

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

Recommendation:

Approval Recommended by Finance Director

Attachments:

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

Fiscal Impact (Finance): Choose an item.

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 12-13-2023

PURCHASE REQUISITION APPROVAL

2023-24 Fiscal Year**COMMISSION MEETING 12/13/2023**

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
91160	Western United Electric	Phase Padmount Transformer for Elementary School	Bo Easley	Electric	\$ 38,435.00	
91261	Municipal Emergency Services	New PPE for T or C Volunteer Fire Dept	Paul Tooley	Fire Dept	\$ 82,623.30	
					\$ 121,058.30	

ATTEST:

Angela Torres, Clerk-Treasurer

Date _____

Amanda Forrister, Mayor

Date _____



REQUISITION

Requisition #: 91160

Date: 11/16/2023

Vendor #: 7498

ISSUED TO: WESTERN UNITED ELECTRIC
SUPPLY CORPORATION
100 BROMLEY BUSINESS PKWY
BRIGHTON, CO 80603

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 500KVA 3 PHASE PADMOUNT TRANSFOR		0.00 503-3702-80845	38,435.00
PO Description: TRANSFORMER- ELEMENTARY SCHOOL Detailed Description: TRANSFORMER- ELEMENTARY SCHOOL QUOTES: WESTERN UNITED ELECTRIC, SUNBELT SOLOMON, EMERALD TRANSFORMER				

Authorized By: _____

SUBTOTAL:	38,435.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	38,435.00



REQUISITION

Requisition #: 91261

Date: 12/06/2023

Vendor #: 7719

ISSUED TO: MUNICIPAL EMERGENCY SERVICES
P.O. BOX 856892
MINNEAPOLIS, MN 55485-6892

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 NEW PPE FOR T OR C VOLUNTEER FIREF.		0.00 209-1603-44615	82,623.30
PO Description: NEW PPE FOR T OR C VOLUNTEER FIREFIGHTERS Detailed Description: SOURCE WELL CONTRACT 032620				

Authorized By: _____

SUBTOTAL:	82,623.30
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	82,623.30



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.6

SUBJECT: Award Recommendation to Smithco for RFP #23-24-004 On Call Services

DEPARTMENT: Finance Department

DATE SUBMITTED: December 7, 2023

SUBMITTED BY: Mindee Holguin, CPO

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background: RFP #23-24-004 On Call Services for the City of Truth or Consequences. Two (2) contractors responded to our RFP, Smithco Construction and Global Maven Enterprises out of Las Cruces and both were deemed responsive. Recommend both contractors a contract.

Recommendation:

CPO Recommendation for Award a contract to both contractors, Smithco Construction and Global Maven Enterprises

Attachments:

[Click here to enter text.](#)

- Smithco Contract
-
-

Fiscal Impact (Finance): Yes

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 12-13-2023

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences New Mexico (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and Smithco Construction Inc. (the "Contractor") and is effective as of the date set forth below upon which it is executed.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the City of Truth or Consequences; and

WHEREAS, all terms and conditions of the Request For Proposal Number #23-24-004 On Call Utility Repair Services and the Contractor's response to such document(s) are incorporated herein by reference (Attachment A).

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- a. The Contractor shall perform any and all, services, activities, and tasks set forth or described in the City's RFP #23-24-004 that will be a lump sum fixed fee for Basic Services will be negotiated with the Offeror selected by task order. This solicitation is subject to the availability of funds to accomplish the work.

2. Compensation.

- a. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (the fiscal year is July 1 to June 30) in which the services were delivered.
- b. Contractor must submit a detailed statement accounting for all services performed and expenses incurred to the Accounts Payable Department at 505 Sims Street, Truth or Consequences, NM 87901. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

- a. This Agreement shall be in effect as of December 14, 2023 and will expire on December 13, 2031.

4. Contract Renewal.

- a. This contract will be renewed each year up to eight (8) years from the date of the first contract approval.

5. Termination.

- a. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination along with contractors expenses to comply with City's termination notice, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City, and fails to implement corrective action within ten (10) business days of the City's notice, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein and contractors failure to implement corrective actions for fault. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
- b. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract

funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

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

7. Status of Contractor

- a. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Discrimination Prohibited

- a. In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

9. ADA Requirement

- a. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

10. Reports and Information

- a. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

11. Establishment and Maintenance of Records

- a. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided to the City as directed by the City Manager.

12. Publication, Reproduction and Use of Materials

- a. No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

13. Construction and Severability

- a. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

14. Claims

- a. The Contractor shall defend, save and hold harmless the City from claims to the extent caused or allegedly caused by negligence on the part of the Contractor in performance of Contractor's scope of work under this Agreement.

15. Subcontracting

- a. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

16. Release

- a. Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

17. Confidentiality

- a. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

18. Product of Service - Copyright.

- a. All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

19. Conflict of Interest; Governmental Conduct Act.

- a. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- b. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

20. Merger.

- a. This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. Penalties for Violation of Law.

- a. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- b. The parties hereto affirmatively state that no illegal bribes, gratuities or kickbacks of any sort have been or will be made or requested in connection with this Agreement.

22. Equal Opportunity Compliance.

- a. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

23. Applicable Law.

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

24. Workers Compensation.

- a. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

25. Records and Audits

- a. The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the payment for the work under this Agreement unless permission to destroy them is granted by the City and the funding City.

26. Indemnification.

- a. The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source to the extent caused by the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor or City the receiving party shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the other party by certified mail.

27. Invalid Term or Condition.

- a. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

28. Enforcement of Agreement.

- a. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

29. Notices.

- a. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:
- b. To the City:
 - i. Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901
- c. To the Contractor:
 - ii. Smithco Construction Inc.
PO 45
Caballo, NM 87931

30. Authority.

- a. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

31. Insurance

- a. Contractor shall maintain the types and amounts of Insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

32. Assignability

- a. 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 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.

33. Amendment

- a. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

- b. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

34. Entire Agreement:

- a. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

IN WITNESS WHEREOF, the parties have executed this Agreement as December 13, 2023.

By: _____ Date: _____
City of Truth or Consequences

By: _____ Date: _____
City's Legal Counsel –Certifying legal sufficiency

By: _____ Date: _____
Contractor



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.7

SUBJECT: Award Recommendation to Global Maven Enterprises for RFP #23-24-004 On Call Services

DEPARTMENT: Finance Department

DATE SUBMITTED: December 7, 2023

SUBMITTED BY: Mindee Holguin, CPO

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background: RFP #23-24-004 On Call Services for the City of Truth or Consequences. Two (2) contractors responded to our RFP, Smithco Construction and Global Maven Enterprises out of Las Cruces and both were deemed responsive. Recommend both contractors a contract.

Recommendation:

CPO Recommendation for Award a contract to both contractors, Smithco Construction and Global Maven Enterprises

Attachments:

[Click here to enter text.](#)

- Global Maven Enterprises Contract
-
-

Fiscal Impact (Finance): Yes

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 12-13-2023

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences New Mexico (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and Global Maven Enterprises, LLC. (the "Contractor") and is effective as of the date set forth below upon which it is executed.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the City of Truth or Consequences; and

WHEREAS, all terms and conditions of the Request For Proposal Number #23-24-004 On Call Utility Repair Services and the Contractor's response to such document(s) are incorporated herein by reference (Attachment A).

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- a. The Contractor shall perform any and all, services, activities, and tasks set forth or described in the City's RFP #23-24-004 that will be a lump sum fixed fee for Basic Services will be negotiated with the Offeror selected by task order. This solicitation is subject to the availability of funds to accomplish the work.

2. Compensation.

- a. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (the fiscal year is July 1 to June 30) in which the services were delivered.
- b. Contractor must submit a detailed statement accounting for all services performed and expenses incurred to the Accounts Payable Department at 505 Sims Street, Truth or Consequences, NM 87901. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

- a. This Agreement shall be in effect as of December 14, 2023 and will expire on December 13, 2031.

4. Contract Renewal.

- a. This contract will be renewed each year up to eight (8) years from the date of the first contract approval.

5. Termination.

- a. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination along with contractors expenses to comply with City's termination notice, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City, and fails to implement corrective action within ten (10) business days of the City's notice, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein and contractors failure to implement corrective actions for fault. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
- b. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract

funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

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

7. Status of Contractor

- a. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Discrimination Prohibited

- a. In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

9. ADA Requirement

- a. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

10. Reports and Information

- a. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

11. Establishment and Maintenance of Records

- a. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided to the City as directed by the City Manager.

12. Publication, Reproduction and Use of Materials

- a. No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

13. Construction and Severability

- a. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

14. Claims

- a. The Contractor shall defend, save and hold harmless the City from claims to the extent caused or allegedly caused by negligence on the part of the Contractor in performance of Contractor's scope of work under this Agreement.

15. Subcontracting

- a. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

16. Release

- a. Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

17. Confidentiality

- a. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

18. Product of Service - Copyright.

- a. All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

19. Conflict of Interest; Governmental Conduct Act.

- a. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- b. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

20. Merger.

- a. This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. Penalties for Violation of Law.

- a. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- b. The parties hereto affirmatively state that no illegal bribes, gratuities or kickbacks of any sort have been or will be made or requested in connection with this Agreement.

22. Equal Opportunity Compliance.

- a. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

23. Applicable Law.

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

24. Workers Compensation.

- a. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

25. Records and Audits

- a. The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the payment for the work under this Agreement unless permission to destroy them is granted by the City and the funding City.

26. Indemnification.

- a. The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source to the extent caused by the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor or City the receiving party shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the other party by certified mail.

27. Invalid Term or Condition.

- a. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

28. Enforcement of Agreement.

- a. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

29. Notices.

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

b. To the City:

i. Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

c. To the Contractor:

ii. Global Maven Enterprises, LLC
PO Box 2016
Las Cruces, NM 88004

30. Authority.

a. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

31. Insurance

a. Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

32. Assignability

a. 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 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.

33. Amendment

a. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

- b. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

34. Entire Agreement:

- a. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

IN WITNESS WHEREOF, the parties have executed this Agreement as December 13, 2023.

By: _____ Date: _____
City of Truth or Consequences

By: _____ Date: _____
City's Legal Counsel –Certifying legal sufficiency

By: _____ Date: _____
Contractor



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.8

SUBJECT: Discussion/Action -Tech 45 Airport Management Contract Modification

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Tech 45 would like to request an increase in the contract basic management services fee of \$2,916.00 per month.

Recommendation:

Review request

Attachments:

- Tech45 Letter of Request
-

Fiscal Impact (Finance): Yes

[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 agenda 12-13-23



To:

City of truth or consequences

C/O City Managers Office

Tech 45 Airport management would like to thank the city for their business, and hopes that the city of T or C is pleased with the services that Tech 45 continues to provide. This communication is an effort to reach out to the city of truth or consequences in hopes that a mutually beneficial change to the current airport management contract may be considered by the city to assist Tech 45 in improving the services we provide even further, and ensuring we are able to adapt to changing circumstances.

Tech 45 would like to request an increase in the contract basic management services fee of \$2,916.00 per month. This increase would be used to increase our current staffing from 1 full time on-Site manager and 1 part time airport attendant, to 2 full time personnel or 1 full time and 2 part time personnel. This would increase the work overlap of the newer employees and create a more efficient environment for training, a safer environment and buddy system for completing hazardous tasks, Backup personnel in case employees call out of office, and more personnel for managing larger events, or groups that fly in. It also should reduce or eliminate any risk that the airport would be closed due to lack of personnel.

We hope the city can consider this modification with effect as soon as practical. As it will improve your airport and our services to it immensely.

Thank you for your time and consideration.

Sincerely,

Chad Rosacker

Owner, Tech 45 Airport Management



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.9

SUBJECT: Discussion/Action -State Of New Mexico Department of Finance and Administration Local Government Division Community Development Block Grant Program Grant Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

City has received planning grant funds in the amount of \$50,000.00 toward the update of the City of T or C Comprehensive Plan. Current plan was completed in 2014.

Recommendation:

Accept and Approve CDBG Grant Agreement

Attachments:

- State Of New Mexico Department of Finance and Administration Local Government Division Community Development Block Grant Program Grant Agreement
-

Fiscal Impact (Finance): Yes

[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 12-13-23

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT AGREEMENT

Project No. 22-C-NR-I-06-G-103

DUNS # 079342838
FAIN # B-22-DC-35-0001
CFDA # 14.228
CDBG FY 21 Award \$11,362,886
CDBG FY 21 Award Date 08/19/2022

THIS GRANT AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the "Division", and the City of Truth or Consequences, hereinafter referred to as the "Grantee", as of the date this Agreement is executed by the Division.

RECITALS

WHEREAS, on December 7, 2022 the New Mexico Community Development Council ("Council") approved the allocation of Community Development Block Grant ("CDBG") funds to the Grantee for the CDBG program; and

WHEREAS, the CDBG program is subject to all applicable Federal and State laws and regulations, including Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*), and regulations of the U.S. Department of Housing and Urban Development ("HUD") found at 24 CFR Part 570 (as now in effect and as may be amended from time to time); and

WHEREAS, this Agreement is made by and between the Division and the Grantee, in connection with the Division's administration of the CDBG program, and pursuant to the authority of 42 U.S.C. 5301 *et seq.* and 24 CFR Part 570, to memorialize the terms and conditions of the CDBG program and the grant of funds to the Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I - SCOPE OF WORK.

- A. The Grantee shall implement, in all respects, the Project Description, attached as Exhibit "1-A", and the Project Schedule, attached as Exhibit "1-B", both of which are incorporated by this reference as if set forth fully herein.
- B. The Grantee shall provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.
- C. The Grantee will adhere to all processes set forth in the CDBG Implementation Manual, which is available at the Division's website at:
http://www.nmdfa.state.nm.us/CDBG_Implementation_Manual.aspx ("CDBG Manual").

ARTICLE II - LENGTH OF GRANT AGREEMENT.

- A. The term of this Agreement shall be effective upon execution by the Division. It shall terminate on the date which is two years after the effective date of this Agreement, which is the Division Director's dated signature, unless earlier terminated pursuant to Article V.
- B. 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 paragraph A of this Article II, the Grantee may request an extension. Agreement extensions will be approved on a case by case basis and must be requested prior to the termination date set forth in paragraph A of this Article II. The Division may review the work accomplished to date and determine, in its sole discretion, whether there is sufficient need or justification to amend this Agreement to provide additional time for project completion.

ARTICLE III - REPORTS AND PROJECT CLOSEOUT.

- A. Progress Reports:
 - 1. To enable the Division to adequately evaluate the progress of the Agreement, the Grantee shall submit progress reports to the Division on a quarterly basis, with the due dates to be established by the Division. The progress reports shall be submitted on the form attached as exhibit "1-D" and shall contain a description of the work accomplished to date, the methods and procedures used, a detailed budget breakdown of expenditures to date, a statement of the impact of the project, and such other information as the Division may require.
 - 2. One copy of each progress report shall be submitted to the Division. Progress reports shall be due no later than 20 days after the end of each quarter during the term of this Agreement.
 - 3. The Division may require revisions or additional information to clarify progress reports.

- B. Final Report: The Grantee shall submit to the Division one copy of its Final Report, attached as exhibit "1-D-1", with its final Request for Payment, attached as exhibit "1-M", once the Division has determined that the project is complete. The Final Report shall include all of the information required for the progress reports as set forth in paragraph A of this Article III.
- C. Requests for Additional Information: At any time during the term of this Agreement and during the period of time during which Grantee must maintain records pursuant to Article VII, the Division, HUD or the New Mexico State Auditor may (i) request such additional documentation and information regarding Grantee's activities under this Agreement as they deem necessary to discharge their monitoring and compliance responsibilities, and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of work performed as well as Grantee's financial and other records concerning the CDBG program. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division (or other entity making the request) in the request. Requests made pursuant to this paragraph D are in addition to and not in lieu of the progress and final reporting described in paragraphs A through C of this Article III.
- D. Project Closeout: Project closeout will occur upon "substantial completion" of the Project. "Substantial Completion" is defined as all five of the following being accomplished, as determined by the Division in its sole discretion: 1) full and satisfactory completion of all work and services; 2) submission to the Division of the Grantee's architect/engineer's letter of final acceptance or certificate of substantial completion relating to the project ("Certificate of Completion") with all deficiencies corrected; 3) official acceptance by the Grantee of all contracted work or services; 4) receipt and approval by the Division of the final reporting referred to in paragraphs B and C of this Article III; 5) clearance by the Division of all monitoring findings; and 6) completion of all the checklists and documents as set forth in chapter 5 of the CDBG Manual. Reimbursements can be withheld from the Grantee until the Division has determined substantial completion has been achieved.

ARTICLE IV - GRANT AMOUNT AND METHOD OF PAYMENT.

- A. Amount of Grant: In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Division shall pay to the Grantee a sum not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00). The funds are to be expended in accordance with the budget attached as Exhibit "1-C", which is incorporated by this reference as if set forth fully herein, and in accordance with the purposes designated in Exhibit "1-A". Grantee's expenditure of these monies shall not deviate from the line items of said budget without the parties executing an amendment in accordance with Article V.
- B. Amount of Administrative Costs: No more than three percent of the Grant funds actually disbursed pursuant to this Agreement for allowable expenditures may be used by the Grantee for its actual and reasonable administrative costs. The maximum amount of administrative costs under this Agreement shall not exceed One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00).

- C. The funds described in paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.
- D. All payments to Grantee will be made by the Division upon receipt of an official Request for Payment form, which must be accompanied by a transmittal letter and proper supporting documentation for all expenditures included in the Request for Payment. Requests for Payment may be disputed and withheld if, in the sole opinion of the Division, the Grantee has failed to fulfill its responsibilities under this Agreement. In cases of disputed Requests for Payment, the Grantee agrees that it alone is responsible to timely pay its contractors in compliance with the provisions of the Prompt Payment Act, NMSA 1978, Sections 57-28-1 *et seq.* ("Prompt Payment Act") and the agreements between the Grantee and such contractors.
- E. The Grantee will provide payment to contractors based upon eligible activities as described in exhibit "1-C". The Grantee understands and agrees that it alone is obligated to pay its contractor(s) in a timely manner consistent with the requirements of the Prompt Payment Act. The Grantee further understands and agrees that its obligation is independent of the Division's disbursement of Grant funds and that the Division is in no way responsible to make timely payments to contractors. The Grantee further understands and agrees that it will be responsible for any penalties or fines imposed upon the Division or attorney's fees incurred by the Division due to the Grantee's failure to comply with any provisions of the Prompt Payment Act.
- F. The Grantee further agrees, in compliance with NMSA 1978, Section 57-28-5(B) of the Prompt Payment Act, that the agreement between the Grantee and any contractor shall: 1) specifically provide in a clear and conspicuous manner for a payment within 45 days after submission of an undisputed request for payment; and 2) require the following legend to appear in clear and conspicuous type on each page of the plans including the bid plans and construction plans: "Notice of Extended Payment Provision: This contract allows the owner (Grantee) to make payment within 45 days after submission of an undisputed request for payment".
- G. The Grantee further agrees, in compliance with NMSA 1978, Section 57-28-5(C) of the Prompt Payment Act, that all construction contracts shall provide that contractors and subcontractors make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the eighth (8th) day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers.
- H. Pursuant to NMSA 1978, Section 57-28-8 of the Prompt Payment Act, ten days after the Certification of Completion is issued, (as defined in paragraph D of Article III), any amounts remaining due the contractor or subcontractor under the terms of the contract shall be paid upon the presentation of the following:
 - 1. A properly executed release and duly certified voucher for payment;

2. A release, if required, of all claims and claims of lien against the owner arising under and by virtue of the contract other than such claims of the contractor, if any, as may be specifically excepted by the contractor or subcontractor from the operation of the release in stated amounts to be set forth in the release; and
 3. Proof of completion.
- I. All CDBG expenditures shall be included in the Grantee's single audit for each fiscal year in which \$750,000 or more in federal funds are expended. Grantees are required to have an audit performed in accordance with Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200, Subpart F (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards—Audit Requirements), which begins at 2 CFR, Section 200.500. Grantees must submit the audit to the Division within 30 days of the date the audit is approved by the New Mexico State Auditor. The threshold of \$750,000 is effective in fiscal years beginning on or after December 26, 2014. CDBG must be listed in the Schedule of Expenditures of Federal Awards (SEFA) as a funding source. The Division retains the right to recover funds from the Grantee for any disallowed costs based on the results of any interim or the final audit.
 - J. Requests for Paid Expenditures: If the Grantee is requesting reimbursement of expenditures it has already paid, and before the Division reimburses the Grantee for the expenditures, the Grantee's authorized signatory shall certify by signing and dating the Request for Payment form, which states that the expenditures are valid, and have been paid by the Grantee. In addition, actual receipts for the expenditures shall be appended to the Request for Payment form, which support the expenditures for which reimbursement is requested. Only expenditures for which there are actual receipts will be reimbursed by the Division.
 - K. Requests for Unpaid Expenditures: If the Grantee is requesting payment of expenditures it has incurred but not yet paid, the Grantee must request and receive written approval from the Division to utilize this payment method. Once approved, the Grantee shall pay such expenditures within three business days of receipt of funds from the Division. The Grantee's authorized signatory shall certify by signing and dating the Request for Payment form, which states that the expenditures are valid. The Grantee shall submit with the request for payment form, the appropriate bank statements, deposit slips and cancelled checks documenting the receipt and disbursement of funds.
 - L. Deficient Requests for Payment: The Division may disallow a Request for Payment, in whole or in part, in the event the Request for Payment is deficient. Examples of deficient Requests for Payment include the lack of required signatures, lack of required supporting documentation, computational errors, seeking reimbursement for unallowable costs, or questions concerning whether the reported expenditures are permissible under this Agreement and applicable law and regulations. If a Request for Payment is disallowed, in whole or in part, the Division shall return to the Grantee the disallowed Request for Payment and accompanying documentation, and will notify the Grantee in writing of the nature of the deficiency and what the Grantee must do to correct it.
 - M. Withholding Payment for Proper Expenditures: The Division shall withhold ten percent of the total amount of the Grant funds until project closeout. The Division may also withhold payment in the event the Grantee has failed to comply with the terms and conditions of this Agreement or applicable law and regulations. In such event, the Division shall give Grantee notice in writing of such failure

and the actions Grantee must take to come into compliance. Payment shall be released upon Grantee's subsequent compliance.

- N. All Requests for Payment shall be received by the Division within 30 days after the Agreement's termination date. The Division reserves the right to allow an extension to this requirement provided there are mitigating circumstances deemed acceptable to the Division. Any reimbursements made to Grantee for items or services that are unallowable under the terms of this Agreement or applicable law and regulations shall be immediately returned to the Division. If any unexpended funds remain after the conditions of this Agreement have been satisfied or after the termination date, the unexpended funds shall revert to the Division for disposition by the Council.

ARTICLE V - SUSPENSION, TERMINATION AND MODIFICATION.

- A. In accordance with 24 CFR 85.43, the Division, by written notice to the Grantee, shall have the right to suspend or terminate this Agreement if, at any time, in the judgment of the Division, the Grantee materially fails to comply with any term of this Agreement. The Division may demand repayment of all or part of the funds disbursed to the Grantee upon termination due to non-compliance.
- B. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44.
- C. The terms and conditions of this Agreement can only be modified or changed by written amendment, executed by both the Division and Grantee. Any attempted oral modification of the terms and conditions of this Agreement shall be null and void and of no force or effect.

ARTICLE VI - COPYRIGHT AND PATENTS.

No report, map, or other document provided, in whole or in part, under this Agreement, shall be the subject of an application for copyright or patented by or on behalf of the Grantee.

ARTICLE VII - RETENTION OF RECORDS.

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, all records required to be maintained under Federal law and regulations, and such other records as the Division may prescribe. The Grantee shall be strictly accountable for all receipts and disbursements under this Agreement and maintain fiscal records related to the Agreement in accordance with generally accepted accounting principles. The Grantee shall make all relevant financial and other program records available to the Division, HUD, and the New Mexico State Auditor upon request and shall maintain all such records for a period of not less than six years following project closeout.

ARTICLE VIII - REPRESENTATIVES; NOTICE.

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project:

Name: Traci Alvarez
Title: Assistant City Manager
Address: 505 Sims Street
Truth or Consequences, NM 87901
Telephone: 575-952-0565
E-mail: talvarez@torcnm.org

Grantee may change the Grantee Representative by giving the Division written notice of such change, in accordance with paragraph C of this Article VIII.

- B. The Division hereby designates the person listed below as the official Project Manager responsible for overall administration of this Agreement, including compliance and monitoring of Grantee:

Name: Stephanie Kramer
Title: Project Manager
Address: Suite 202, Bataan Memorial Building, Santa Fe, New Mexico 87501
Telephone: 505-690-4621
E-mail: stephanie.kramer@dfa.nm.gov

The Project Manager is the Division representative with the authority to approve on behalf of the Division all matters requiring Division approval under this Agreement. The Division may change the Project Manager by giving Grantee written notice of such change, in accordance with paragraph C of this Article VIII.

- C. Notices of suspension, termination, or any other matter under this Agreement shall be sent by e-mail, or regular mail addressed to the individual designated in or in accordance with paragraphs A and B of this Article VIII. In the case of notices sent by regular mail only, notices shall be deemed to have been given/received upon the date of the party's actual receipt or five calendar days after mailing, whichever shall first occur. A notice sent by e-mail only shall be deemed to have been given/received upon the date of the party's actual receipt.

ARTICLE IX - TERMS AND CONDITIONS.

Except to the extent HUD waives any Federal requirement or regulation, the Grantee shall abide by all applicable Federal and State laws, regulations and rules, policies, guidelines, and requirements with respect to the acceptance and use of Federal CDBG funds for this project, including but not limited to the following:

- A. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*).
B. The HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time).

C. Construction Project Requirements:

1. The funding assistance authorized hereunder shall not be obligated or utilized for any construction activities until the Grantee has submitted to the Division a Request for Release of Funds and the Division has issued to the Grantee the Authority to Use Grant Funds. The stated forms are included in the CDBG Manual.
2. The Grantee shall be responsible for assuring the Division that all plans and specifications and related addenda for construction projects comply with the Prompt Payment Act, and have been filed, reviewed and approved for adequacy and code and standards compliances by appropriate State agencies as may be required before a project is advertised for sealed construction bids. Evidence of any such filing, review and compliance shall be provided to the Division prior to bid advertisement. All subsequent change orders must be submitted to the Division for review and approval prior to execution.
3. Assistance from the State of New Mexico, Community Development Council, shall be acknowledged by project signs erected at the project site prior to and maintained during construction. Project signs shall include the "New Mexico Department of Finance and Administration" as the funding agency, the Governor's name, the Community Development Council members names, the name of the project's architect/engineer, the name of the project, the name of the Grantee, total cost of the project, and a listing of other financial participation by dollar amount from all sources. Project signs shall be weatherproof and shall be painted on one side with a background color of yellow with red lettering of $\frac{3}{4}$ " thick, not smaller than 4' x 6' nor larger than 4' x 8', marine-grade plywood. Each sign shall be mounted on two 4" x 4" posts, with the bottom of the sign at least four feet above grade. The sign shall be mounted level at the location designated by the Grantee. The Grantee shall remove the sign upon completion of the construction project.
4. Acknowledgment of funding assistance from the CDBG Program shall be included on any permanent signs, plaques or other displays at facilities constructed with grant assistance.

- D. Reversion of Assets: The Grantee agrees that upon the expiration of this Agreement, the Grantee shall transfer to the Division any funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. The Grantee agrees that, upon expiration, any real property under the Grantee's control that was acquired or improved, in whole or in part, with CDBG funds (including in the form of a loan) in excess of \$25,000, shall continue to either: 1) be used to meet one of the national objectives in the Criteria for National Objectives, set forth at 24 CFR 570.208, until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the Division; or 2) if not used in accordance with 24 CFR 570.208, then the Grantee shall, at the time of the change in use, pay the Division an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the Division. No payment is required after five years after expiration of this Agreement, or for such longer period as determined to be approved by the Division.

E. Program Income: The Grantee shall comply with the program income requirements set forth at 24 CFR 570.504(c). In addition, at the end of the program year, the Division may require remittance of all or part of any program income balances (including investments thereof) held by the Grantee (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).

F. Uniform Administrative Requirements: The Grantee shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

G. Other Program Requirements:

1. The Grantee shall carry out each activity in compliance with all Federal laws and regulations described in subpart K of the HUD regulations (found at 24 CFR 570.600 – 614, as may be amended from time to time), including, but not limited to, regulations relating to:

- (a) Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063 (§570.601);
- (b) Section 109 of the Act (prohibiting discrimination)(§570.602);
- (c) Labor standards (§570.603);
- (d) Environmental standards (§570.604);
- (e) National Flood Insurance Program (§570.605);
- (f) Displacement, relocation, acquisition, and replacement of housing (§570.606);
- (g) Employment and contracting opportunities (§570.607);
- (h) Lead-based paint (§570.608);
- (i) Use of debarred, suspended, or ineligible contractors or sub-recipients (§570.609);
- (j) Uniform administrative requirements and cost principles (referencing OMB Super Circular Uniform Guidance 2 CFR Part 200)(§570.610);
- (k) Conflict of interest (§570.611);
- (l) Executive Order 12372 (relating to water or sewer facility projects)(§570.612);
- (m) Eligibility restrictions for certain resident aliens (§570.613); and
- (n) Architectural Barriers Act and the Americans with Disabilities Act (§570.614).

2. Notwithstanding any provision in Section G(1) of this Article IX to the contrary:

- (a) The Grantee does not assume the Division's environmental responsibilities described in 24 CFR 570.604; and
- (b) The Grantee does not assume the Division's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

H. Conflict of Interest: The Grantee shall comply with the conflict of interest provision set forth in 24 CFR 85.36 of the HUD regulations. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement. Further, the contractor shall cause to be

incorporated in all of its subcontracts for work funded under this Agreement the language set forth in this paragraph prohibiting conflicts of interest.

- I. Hatch Act: The Grantee shall comply with the provisions of the Hatch Act, which limits the political activity of employees.
- J. Federal Reporting: The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award management (SAM) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR Part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR Part 170).
- K. Procurement: The Grantee shall comply with the HUD Procurement (24 CFR Part 85.36), New Mexico State Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 , and the purchasing regulations of the New Mexico General Services Department, State Purchasing Division.
- L. Compliance with New Mexico Administrative Code Rule: The Grantee shall comply with Rule 2.110.2 NMAC.
- M. Costs: The Grantee shall finance its share of the costs of the project, including all project overruns.
- N. Prior Approval: The Grantee shall submit all project-related contracts, subcontracts, agreements and subsequent amendments, funded in whole or in part with CDBG funds, to the Division for review and approval prior to execution. Disbursement of Grant funds is conditioned upon the Grantee's contracts, subcontracts and agreements complying with the requirements of Article IV of this Agreement. The Grantee shall provide the Division with any other project-related contracts, and agreements upon the Division's request.
- O. Compliance and Waivers: Except to the extent that the Division waives in writing any requirement contained therein, the Grantee shall abide by, and this Agreement incorporates all applicable provisions of, the Division's CDBG Manual, as it may be amended from time to time.

ARTICLE X - CERTIFICATIONS.

By signing this Agreement, the Grantee certifies the following requirements:

- A. Anti-Lobbying: To the best of the Grantee's knowledge and belief, the Grantee certifies that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or any 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, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraphs A(1) and (2) of this Article X 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.
- B. Local Needs Identification: The Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
- C. Special Assessments: The Grantee certifies that:
1. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, except that;
 2. An assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources; and
 3. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.
- D. Excessive Force: The Grantee certifies that it has adopted and is enforcing the following:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- E. Citizen Participation: The Grantee certifies that it has followed a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, and will continue to provide opportunities for citizen participation.
- F. Small Minority and Women's Business Enterprise: The Grantee certifies that it will, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered.
- G. Section 3: The Grantee certifies that it shall comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.
- H. Overall Benefit: The Grantee certifies that the aggregate use of the Grant funds shall principally benefit persons of low and moderate income in a manner that ensures that at least seventy percent (70%) of the amount is expended for activities that benefit such persons.
- I. Drug Free Workplace: The Grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about –
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the Grant be given a copy of the statement required by paragraph I(1) of this Article X;
 4. Notifying the employee in the statement required by paragraph I(1) of this Article X that, as a condition of employment under the Grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph I(4)(b) of this Article X from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty calendar days of receiving notice under paragraph I(4)(b) of this Article X, with respect to any employee who is so convicted –
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs I(1) –(6) above.
- J. Compliance with Anti-discrimination Laws: The Grantee certifies that this Agreement will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
- K. Compliance with Laws: The Grantee certifies that it shall comply with applicable laws.
- L. Subawards to Debarred and Suspended Parties: The Grantee certifies that it shall comply with 24 CFR 85.35 in that it must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR part 2424.
- M. Local Needs Identification: The Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.

ARTICLE XI - GENERAL ASSURANCES:

The Grantee represents and warrants that:

1. It has the legal authority to receive and expend the Grant funds and execute a CDBG program;
2. This Agreement has been duly authorized by the Grantee's governing body, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

3. This Agreement and the Grantee's obligations under this Agreement do not conflict with any law applicable to the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

ARTICLE XII - ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Grantee and the Division. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them, other than what is herein set forth.

ARTICLE XIII - APPROPRIATIONS.

The Division's performance and liability under this Agreement is contingent upon sufficient authority and appropriations being granted to the Division by HUD and the Council.

ARTICLE XIV - GOVERNING LAW.

This Agreement shall be construed and governed by the substantive laws of the State of New Mexico, without giving effect to its choice of law rules, and applicable Federal laws and regulations.

ARTICLE XV – LIABILITY.

Each party shall be solely responsible for its own liability under this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*

[This space intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Agreement as of the date of signature by the Division below.

THIS GRANT AGREEMENT has been approved by:

City of Truth or Consequences

Chief Elected Official/Authorized Signatory

Date

Type or Print Name

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Division Director

Date

EXHIBIT 1-A**PROJECT DESCRIPTION**

GRANTEE NAME City of Truth or Consequences

PROJECT NUMBER 22-C-NR-I-01-G-103

GRANT AMOUNT \$50,000

PROJECT DESCRIPTION

The City of Truth or Consequences in Sierra County will update the City's Comprehensive Plan. The Comprehensive Plan will be focused on the community's physical development over the next 15-20 years and will be related to the goals and policies of the City of Truth or Consequences. The Comprehensive Plan will be developed with input from all segments of the community and include, at a minimum, the following elements: land use, housing, transportation, infrastructure, economic development, water, hazards, business loop visioning, and implementation.

NATIONAL OBJECTIVE (from DFA/LGD approved survey)

This project will benefit 6,020 total beneficiaries of which 52.74% are Low and Moderate Income (LMI).

CASH MATCH and LEVERAGING (from CDBG Application)

The City of Truth or Consequences will provide a 10% Cash Match of \$5,000 and leveraged funds in the amount of \$10.32.

EXHIBIT 1-B

PROJECT SCHEDULE

Grantee Name	City of Truth or Consequences	Project Start Date						Project Completion Date					
		Dec-23						Dec-25					
CDBG Project Number	22-C-NR-I-01-G-103												
Project Description: Comprehensive Plan Update		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter					
ADMINISTRATION/PROFESSIONAL SERVICES Year: 2023/2024													
		J	F	M	A	M	J	J	A	S	O	N	D
Milestones: 1. Organize and Set Up Files 2. Set Up CDBG Accounting 3. Complete RFP and submit to LGD for approval 4. Publish RFP/Evaluate Proposals/ 5. LGD Review/Approval of Professional Services Agreement and Related Documents		XXXX	XXXX	XXXX	XXXX	XXXX	XXXX						XXXX
DESIGN Year: 2024/2025													
Milestones: 6. Planning Process and Public Participation 7.Review Draft Plan and circulate for comments 8. LGD Review and Comments/approval of Draft Plan		XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX
CLOSEOUT Year: 2025													
Milestones: 9. Final Plan Complete w/comments 10.Final Plan adopted by Resolution 11. Close out Documents and Final Public Hearing								XXXX	XXXX	XXXX	XXXX	XXXX	XXXX

Entity Name: City of Truth or Consequences		☒ Grant Agreement		CDBG Amount: \$ 50,000.00	
CDBG Project Number: 22-C-NR-I-01-G-103		☐ Grant Amendment		Other Amount: \$ 5,010.32	

Project Cost Activities	Project Funding Sources					Total Project Cost	
	CDBG Funds	Other Sources (Identify other local, state, federal, or private)					
		Cash Match	Leverage				
Administration (Contractual)		\$ 1,500.00				\$ 1,500.00	
Architect/Engineer						\$ -	
Other Professional	\$ 50,000.00	\$ 3,500.00	\$ 10.32			\$ 53,510.32	
Inspection (Testing)						\$ -	
Property Acquisition						\$ -	
Property Rehabilitation						\$ -	
Construction						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	
Totals	\$ 50,000.00	\$ 5,000.00	\$ 10.32	\$ -	\$ -	\$ 55,010.32	

EXHIBIT 1-D QUARTERLY PROGRESS REPORT

Grantee:

Project number:

Grant execution date:

Grant expiration date:

Reporting period:

1. Quarterly Accomplishments

A. Describe Tasks/Goals/Milestones accomplished during this quarter (include dates):

B. Describe any problems encountered or delays experienced during this quarter (if applicable). Also describe actions needed to resolve this (these) issue(s):

C. Exhibits attached to this report:

Exhibit 1-E (quarterly contracting activity)

☐

Exhibit 1-U (HUD 62000 Section 3 form –

due with 4th quarter report annually in January)

☐

Certification

I hereby certify that the information contained in this progress report is correct and true to the best of my knowledge.

Signature of Grantee Representative

Signature of Grantee Authorized Signatory

Date

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.10

SUBJECT: Discussion/Action – FY24 State Grants-in-Aid to Public Library Grant Agreement

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: December 5, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

The state aid program is intended to supplement and encourage local effort in providing local library service. Amount of FY23 Grant Allocation is \$15,528.57 (including shares for eligible library branch).

Recommendation:

Approve and Accept FY24 State Grants-in-Aid to Public Library Grant Agreement

Attachments:

FY24_Non-Tribal_Public_Library_Grant_Agreement

Fiscal Impact (Finance): Yes

100% Grant no match required

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 12-13-23

State Grants-in-Aid to Public Libraries Agreement
For FY2024

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and **Truth or Consequences Public Library**, located in T or C, NM, hereinafter called the **Recipient**.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

- I. NMSL agrees to pay the Recipient a grant in an amount not to exceed Fifteen Thousand Five Hundred Twenty Eight Dollars and Fifty Seven Cents (\$ 15,528.57) to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.
- II. The Recipient agrees to:
1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
 2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
 3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
 4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
 5. Expend *all* grant funds before June 30, 2024;
 6. No later than August 12, 2024, provide NMSL with a report on how the grant was expended as part of the Recipient's annual report for the fiscal year; and
 7. Sign and return this Agreement to NMSL ***within 60*** days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant allocation.**

III. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to address the dispute.

IV. The Laws of New Mexico shall govern this Agreement.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature below certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Recipient Signature

Signed: _____ Date: _____

Print Name and Title: _____ Authorized Agent of Recipient

My signature above verifies that I am an authorized agent who has authority to enter into a legal contract with the State of New Mexico.

NMSL Signature

Signed: _____ Date: _____

Print Name and Title: Eli Guinnee, New Mexico State Librarian Authorized Agent of NMSL

Administrative code is subject to change. Please always check for the most up-to-date version online.

STATE GRANTS-IN-AID TO PUBLIC LIBRARIES

TITLE 4 CULTURAL RESOURCES

CHAPTER 5 STATE LIBRARY

PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

4.5.2.1 ISSUING AGENCY: Department of Cultural Affairs, New Mexico State Library Division.

[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 SCOPE: Public libraries and developing public libraries.

[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

4.5.2.3 STATUTORY AUTHORITY: Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.

[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 DURATION: Permanent.

[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 EFFECTIVE DATE: June 1, 2016 unless a later date is cited at the end of a section.

[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 OBJECTIVE: The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter "the state aid program") and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.

[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 DEFINITIONS:

A. "Annual report" means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

- (1) provide information in the time, manner, and form prescribed by the state library;
- (2) describe prior fiscal year's activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;
- (3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and
- (4) be approved by and on file at the state library.

B. "Basic library services" means free services provided in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. "Bookmobile" means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. "Branch" means an auxiliary service administered by a public or developing library that provides the following public services:

- (1) separate quarters from the main library;
- (2) a permanent library collection and reference services;
- (3) offers basic library services;
- (4) staff present during open hours; and
- (5) at least 20 hours of public access to physical quarters per week on an annual basis.

Attachment A

E. "Circulating materials" means items from library collections that are checked out by patrons for use outside of the library.

F. "Collection development policy" means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

G. "Community analysis and needs assessment" means an evaluation of a library's legal service area, its current and future needs, and the library's role in meeting those needs.

H. "Developing library" means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

- (1) A developing library is established through one of the following mechanisms:
 - (a) through an ordinance or legal resolution of a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A developing library provides the following public services:
 - (a) staff present during open hours;
 - (b) at least 15 hours of public access to physical quarters per week on an annual basis;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.

I. "Fiscal year" means July 1 through June 30.

J. "Legal service area" means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library's legal service area.

K. "Library board" means an administrative or advisory group comprised of representative members of the library's community.

L. "Library collections" means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

M. "Library equipment" means equipment associated with the delivery of library services.

N. "Library staff" means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

O. "Matching funds" means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

P. "Public library" means a New Mexico organization that offers basic library services within its legal service area.

- (1) A public library is established through one of the following mechanisms:
 - (a) through an ordinance or legal resolution adopted by a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A public library provides the following public services:
 - (a) staff dedicated to the library
 - (b) year-round public access to the physical location at least 25 hours per week;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.

Q. "Reference services" means the provision of library staff to answer reference questions during all the hours the library is open.

R. "Strategic plan" means a detailed program to ensure that library services meet the current and future needs of the library's legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

4.5.2.8 DEVELOPING LIBRARY GRANT:

A. Purpose: To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

B. Description: The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding developing library grants: The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

- (1) timely submission of an annual report with the state library;
- (2) receipt of no more than five, consecutive, awards of developing library grants;
- (3) continuous operation for at least nine months;
- (4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least \$0.25 per person in its first year and any non-consecutive years of developing library grant application participation; \$0.50 per person in its second consecutive year; \$0.75 per person in its third consecutive year; \$1.00 per person in its fourth consecutive year; and \$1.25 per person in its fifth consecutive year;
- (5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with requirements for developing library grants;
- (8) employment of a designated director;
- (9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and
- (10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

A. Purpose: To supplement eligible public libraries' budgets.

B. Description: The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding public library grants: The state library shall review and award public library grants to public libraries that have met the following criteria:

- (1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;
- (2) continuous operation for at least one year;
- (3) receipt of a minimum of three consecutive developing library grants;
- (4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least \$1.50 per person;
- (5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
- (6) compliance with all state statutes and rules;
- (7) compliance with all requirements for public library grants;
- (8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;
- (9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;
- (10) employment of a designated director; and

Attachment A

(11) successful expenditure of all public library grant funds during the prior fiscal year.
[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

A. Application: The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

B. Allocation: For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

C. Notification: Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

D. Request for payment: Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

E. Maintenance of effort: A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.

[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

D. Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

4.5.2.12 APPEAL OR VARIANCE:

A. In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

B. Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

C. The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

HISTORY OF 4.5.2 NMAC:

Pre-NMAC History:

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.

NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.

NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.

NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.

NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.

NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.

NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.

NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.

NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.

NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.

NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.

NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.

NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.

NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.

NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

History of Repealed Material:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

Other History:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

State Grants-in-Aid Expenditures Guidance Sheet

The state aid program is intended to supplement and encourage local effort in providing local library service and is not intended to be a main source of operating revenue.

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to public libraries. To receive state aid, recognized New Mexico public libraries must meet all eligibility requirements as outlined in the 4.5.2 NMAC. *All* state aid funds received must be expended or encumbered during the fiscal year in which they are given (i.e., before June 30 each year).

This informational guidance sheet is not an exhaustive list of all allowable and non-allowable expenditures. If there are questions as how to expend state aid funds, contact the Library Development Bureau for clarification *prior* to making purchases, 1-800-340-3890 / SL.Development@dca.nm.gov

Allowable Purchases - State aid funds can be used for:

- **Library Collections**
 - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
 - Non-traditional circulating/educational items may also be allowable e.g., board games, sewing machines, cake pans, cookie cutters, etc. Contact the Development Bureau with questions.
- **Library Staff Salaries**
 - State aid funds can be used to pay regular library staff for their work within the library. Paying a part-time/substitute library staff member/summer intern may also be allowable.
- **Library Staff Professional Development**
 - State aid funds can be used for library staff to attend in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, ARSL, PLA, etc.), and other library related training/workshops (e.g., youth services workshops, etc.). This includes registration and travel costs (including meals & lodging).
 - Library training, in-person and/or offered online that are provided to library staff on library related services/issues, and are organized and held at the library, or held at another location, e.g., NMSL or other library, etc. may also be allowable.
- **Library Equipment**
 - Equipment associated with meeting the information needs of library patron's such as public computers, printers, wireless routers, scanners, software, and related peripherals, etc.
- **Other Operational Expenditures Associated with Delivery of Library Services**
 - Expenditures associated with the delivery of library services, such as the library's catalog, library educational program supplies, library electric bill, library phone bill, directional signage, copy paper, security costs, etc.
 - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts.

See page 2 for Non-Allowable Purchases →

Non-Allowable Purchases - State aid funds **cannot** be used for:

- Administrative and/or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, legal services, fringe benefits, etc.
- Food, giveaways/incentives/prizes, college classes for library staff (i.e., individual tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies, pony rentals), etc.
- Operational expenditures that do not directly relate to meeting the information needs or the delivery of basic library services to library patrons, i.e., the cost of parties, receptions, fund-raising events, other social functions, building maintenance, cleaning supplies, toilet paper, paper towels, cleaning equipment, vacuums, paint, etc.
- Capital improvements and construction.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.11

SUBJECT: Contract renewal with Jamie F. Rubin, LLC Attorney at Law
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 7, 2023
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Angie Gonzales, City Manager

Summary/Background:

The City wishes to renew the contract with Jamie F. Rubin, Attorney at Law based on award from RFP 21-22-002 for Annual Legal Services. This will be year 2 of a possible 4 year contract.

Recommendation:

Approve

Attachments:

- Contract Extension 3 of 4.

Fiscal Impact (Finance): Yes

\$200 per hour not to exceed \$60,000 not including gross receipts tax

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 12-13-23

CITY OF TRUTH OR CONSEQUENCES PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences New Mexico (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and Jaime F. Rubin, LLC Attorney at Law (the "Contractor") and is effective as of the date set forth below upon which it is executed.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the City of Truth or Consequences; and

WHEREAS, all terms and conditions of the Request For Proposal Number 21-22-002 Annual Legal Services and the Contractor's response to such document(s) are incorporated herein by reference (Exhibit B).

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- a. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.
- b. This contract is year three (3) of a possible four (4) year contract.

2. Compensation.

- a. The City shall pay to the Contractor an hourly rate of Two Hundred Dollars (\$200.00), plus New Mexico Gross Receipts Tax not to exceed an annual amount of Sixty-Six Thousand Dollars plus New Mexico Gross Receipts Tax for services satisfactorily performed.
- b. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (the fiscal year is July 1 to June 30) in which the services were delivered.
- c. Contractor must submit a detailed statement accounting for all services performed and expenses incurred to the City Manager at 505 Sims Street, Truth or Consequences, NM 87901. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining

the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

- a. This Agreement shall be in effect as of **October 1, 2023** and will expire on **September 30, 2024**.
- b. This contract is year two (2) of a possible four year contract.

4. Contract Renewal.

- a. This contract may be renewed up to two (2) additional years after this contract per response to RFP #21-22-002 Annual Legal Services as follows:

Year 4 (10/01/2024 thru 9/30/2025) \$200.00 per hour plus GRT

- b. Renewal can only be initiated by the City after approval of the City Commission.

5. Termination.

- a. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination along with contractors expenses to comply with City's termination notice, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City, and fails to implement corrective action within ten (10) business days of the City's notice, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein and contractors failure to implement corrective actions for fault. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

- b. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

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

7. Status of Contractor

- a. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Discrimination Prohibited

- a. In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

9. ADA Requirement

- a. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

10. Reports and Information

- a. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

11. Establishment and Maintenance of Records

- a. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided to the City as directed by the City Manager.

12. Publication, Reproduction and Use of Materials

- a. No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

13. Construction and Severability

- a. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

14. Claims

- a. The Contractor shall defend, save and hold harmless the City from claims to the extent caused or allegedly caused by negligence on the part of the Contractor in performance of Contractor's scope of work under this Agreement.

15. Subcontracting

- a. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

16. Release

- a. Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

17. Confidentiality

- a. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

18. Product of Service - Copyright.

- a. All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

19. Conflict of Interest; Governmental Conduct Act.

- a. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- b. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

20. Merger.

- a. This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. Penalties for Violation of Law.

- a. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- b. The parties hereto affirmatively state that no illegal bribes, gratuities or kickbacks of any sort have been or will be made or requested in connection with this Agreement.

22. Equal Opportunity Compliance.

- a. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

23. Applicable Law.

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

24. Workers Compensation.

- a. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

25. Records and Audits

- a. The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the payment for the work under this Agreement unless permission to destroy them is granted by the City and the funding City.

26. Indemnification.

- a. The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source to the extent caused by the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor or City the receiving party shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the other party by certified mail.

27. Invalid Term or Condition.

- a. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

28. Enforcement of Agreement.

- a. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

29. Notices.

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

b. To the City:

- i. City Manager,
505 Sims Street
Truth or Consequences, NM 87901

c. To the Contractor:

- ii. Jaime F. Rubin, LLC
PO Drawer 151
Truth or Consequences, NM 87901

30. Authority.

- a. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

31. Insurance

- a. Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

32. Assignability

- a. 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 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.

33. Amendment

- a. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- b. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

34. Entire Agreement:

- a. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2023.

CITY OF TRUTH OR CONSEQUENCES

SIGNED BY: _____ DATE: _____

NAME AND TITLE: _____

SIGNED BY: _____ DATE: _____

CITY'S LEGAL COUNSEL-CERTIFYING LEGAL SUFFICIENCY

CONTRACTOR:

COMPANY NAME: **JAIME F. RUBIN, LLC ATTORNEY AT LAW**

SIGNED BY: _____ DATE: _____

NAME AND TITLE: _____

Attest: _____

Date: _____

EXHIBIT A
SCOPE OF WORK
ANNUAL LEGAL SERVICES

Day to Day and Routine

- Provision of legal opinion and guidance- but will ultimately leave final decisions to the City Commission and Administration- and continue to provide legal support based on those decisions.
- Advise the City Commission and the City Manager on all matters including Policies and Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations matters that may arise.
- Provide general legal services to the City Commission, City Manager, and Authorized City Staff as needed.
- Research and submission of legal counsel on municipal or other legal matters as requested by the City Manager.
- Shall notify appropriate staff of new laws, legislative mandatory requirements or other when knowledge of such changes are incurred
- Draft and send basic correspondence to individual(s) upon request.
- Perform necessary legal research and prepare briefs when required.
- Review of matters relating to municipal utility operations.
- Advise Elected officials.
- Experience with New Mexico Local Government
- Employment Laws
- Timely response to inquiries

Meeting Attendance

- Participate in authorized Meetings and/or telephone conversations with Mayor, Commission Members, or City Manager for legal consultation.
- Attend, as requested, Commission Meetings to include, but not limited to, executive sessions, planning sessions, conferences, and department meetings and advise Mayor, City Commission, or City Manager on legal matters.

Resolutions, Codes, Ordinances, Policies

- Development and drafting of municipal codes, resolutions, ordinances, and rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission.
- Provision of legal review of policy recommendations, rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission.
- Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- Provision of legal advice regarding land use and planning and zoning issues.
- Prepare and/or evaluate developer agreements and contracts, subdivision agreements.
- Subdivision, property and road experience.

- Prepare and/or evaluate documents necessary for routine land purchases and/or sales.
- Provision of legal advice on code enforcement and related issues.
- Representation of the City on economic development related issues as may be requested.
- Represent the City, when required, in matters related to the enforcement of City buildings, subdivisions, easements maintenance and zoning codes.
- Review ordinances, resolutions, bonds, deeds, securities, and insurance requirements required by or for the City as needed.

Contracts and Procurement

- Review Procurement documents as needed.
- Draft and review of municipal contracts, including contracts for lease agreements, Memorandums of Understanding, Memorandums of Agreement, Joint Powers Agreements, public improvements, developments, subdivisions, construction, and the approval of content, form, legality, and execution as requested.

Litigation

- Representation of the City before Courts of competent jurisdiction in any pending legal actions against the City or those initiated by the City.
- Prosecution of criminal matters in City Municipal Court.
- Representation of the City before administrative agencies when requested by the City Manager.
- Represent the City at all pre-trial motions when necessary.
- Draft and review Notices of Contemplated Actions.
- Provide written legal opinions and advise City on methods to avoid civil litigation.
- Examine and advise regarding the legality of all proceedings and actions of the City Commission as may be requested.
- Prepare criminal complaints where facts warrant.
- Receive and evaluate assessment appeals as deemed necessary.
- Preparation of trial.
- Negotiate and enter plea bargains where deemed advisable.
- Investigate and evaluate claims by the City against others and recommend appropriate course of action.
- Handle disputes between the City and other governmental units, including litigation as deemed necessary.
- Examine, evaluate, and provide representation for appeals to Appellate Courts.
- Prosecution of criminal matters in the City Municipal Courts.
- Defend in court litigation where insurance coverage is unavailable. This includes but is not limited to: human rights claims, condemnation, zoning and land use regulation matters, permits and administrative actions, administrative citations, code enforcement issues, labor and employment matters.
- Handle various legal matters under construction contracts and any resulting litigation.

Employee Issues

- Provision of legal advice or opinion in respect to personnel matters of the City.
- Attend grievance hearings if requested by the City Manager.

Other Services

- Perform other legal services as necessary to protect the city.

Invoicing and Fees

- Submit a monthly invoice to the City Manager that includes the service performed, the requester, the time involved, and the specific question or matter addressed.
- Provide all of the services listed above for an hourly rate as listed in contract.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.12

SUBJECT: Review, Approve and/or Allocate Funds for Sierra County Rock & Gem Society

DEPARTMENT: City Manager's Office

DATE SUBMITTED: November 30, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of SCRAGS application and contract for the 2024 Truth or Consequences Rock & Gem Show.

Recommendation:

The applicant requested \$18,840.00 and the LTAB recommended to partially fund this request in the amount of \$15,190.00.

Attachments:

- SCRAGS Application
- SCRAGS Contract
- Approved Scope of Work

Fiscal Impact (Finance): Yes

\$15,840.00

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 12-13-2023



2023-2024 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Rock and Gem Society, SCRAGS, local non-profit in good standing
Project/Event Name	Truth or Consequences Rock and Gem Show
Event Date(s) and Location (if applicable)	March 23-24, 2024 Sierra County Fair Barn
Event Organizer & Title within Organization (if applicable)	Megan Holden SCRAGS member and Show Committee Chair
Phone Number of Organizer	978-335-2899
Email of Organizer	scragssierracounty@gmail.com
Organization Address	SCRAGS PO Box 766 Elephant Butte, NM 87935
Organization's Contact Person (If different than event organizer)	Dan Lorimier SCRAGS Club Secretary
Contact Phone and Email for Organization's Contact Person	575-740-2927 dlorimier1948@gmail.com

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$18,840
Anticipated Attendance (not including volunteers/staff):	2,500+ 2023 show attendance was 2,715!

PART 3: CRITERIA

Was this project/event funded in 2023? Yes

How many times has your event occurred? List previous events years. If new, indicate "new":

2023 was our first show.

1. Define/Describe the overall project/event (what is happening at the event?):

The 2024 Truth or Consequences Rock and Gem Show will be our second annual event featuring over 30 vendors selling rocks and gems, jewelry and related items, field trips geared to the public and rockhounding enthusiasts alike, and fun activities for kids. There will be additional activities including gold and sapphire panning and presentations. We plan to add free rock painting for children under 10.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

People of all ages. People interested in outdoor activities, rocks and minerals, and those looking to learn something new. Rock and gem shows are a great place to buy unique gifts. Mineral collectors are also a target audience.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

All of New Mexico, northern Texas, Arizona, Colorado. Other similar shows in NM draw people from all over.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

80%. Postcards and posters will be mailed and hand-delivered to other rock and gem shows, the numerous rock and gem shops and clubs throughout NM and surrounding states, and other targeted locations throughout the area. With your support, we would also advertise in New Mexico Magazine. Advertising in NM Magazine for the 2023 show was very successful.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

This is the second year of an annual event with free admission. We plan to judge success by increased hotel stays, attendance, funds generated for our non-profit club and our vendors, and vendor satisfaction. Also, the excitement of attendees! Our main goal is to increase the public's interest in geology, mineral collecting, and the outdoors. We are including a number of family friendly activities to inspire the next generation. Introducing those from outside Sierra County to the hot springs and unique offerings of the area will hopefully bring them back again and again!

We plan to count attendees and will track club income and vendor satisfaction. We will collect attendees' email addresses to be notified about next year's event, in order to enter for the door prizes. On this ticket, we will ask whether the attendee stayed overnight in TorC, as we did at this year's show. We will share all of these metrics with the City.

6. How many Facebook followers do you have for this event page or organization page (for a project)? Instagram followers?

SCRAGS currently has over 1,400 Facebook followers. The page for the 2023 show has over 400 followers. We do not have an Instagram account as of yet.

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated?

We do plan to sell advertising for the first time. The 2023 show was extremely successful, so we expect local businesses will be enthusiastic about supporting the show. We hope to generate at least \$1,000 in ad revenue, but will aim for more!

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

Analytics are attached.

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
M Graphics	Graphic design	\$2,000
Ready Web Service	Web design and hosting	\$1,300
New Mexico Magazine	Print, digital ads	\$4,090
Las Cruces Bulletin	Print, digital ads	\$800
Local IQ Publications	Print, digital ads	\$2,000
Neighbors	Digital ads	\$300
Desert Exposure	Print, digital ads	\$850
The Ink	Print, digital ads	\$850
Facebook/Instagram	Social media	\$1,000
Gem show websites	Digital ads	\$300
USPS, UPS	Postage to mail postcards and posters	\$200
Talon Septic	Port-a-potties, hand washing station	\$650
Security	2 overnight guards Fri, Sat	\$1,000
Enchanted Occasions Rentals	1 40'x60' tent	\$3,500
TOTAL AMOUNT REQUESTED:		\$18,840
Must match page 1.		

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ IRS and Secretary of State proof of Good Standing
- ☐ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: Megan Holden SCRAGS Show Chair

Signature: 

Date: 11/14/23

ADVERTISING & PROMOTION CONTRACT

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 ROCK & GEM SOCIETY (2024 ROCK & GEM SHOW) herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodger’s 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 \$15,190.00 to the Contractor beginning on July 1, 2023 through May 31, 2024.
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 Lodger’s Tax Board) in the Contractor’s application for Lodger’s Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger’s Tax monies, shall include the wording “**PAID IN PART BY TRUTH OR CONSEQUENCES LODGER’S TAX**” and include the City of Truth or Consequences logo IF APPLICABLE, and the New Mexico Tourism Department logo. The logo may be obtained by visiting www.nmtourism.org. In the case of radio advertising, the slogan “New Mexico True” must be used, as well as the phrase “Paid in part by the New Mexico Tourism Department and the Truth or Consequences Lodgers”
3. **Fund Expenditures:** Funding under this contract is from Lodger’s 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 Lodger's 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 Lodger's Tax.
 - d. All invoices must be turned into the City Manager's Office no later than the last business day of May, 2024.
 - e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
 - f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".
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 Lodger's 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 Lodger's 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

Angie Gonzales, City Manager

Date

Kristie Wilson 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 Lodger's Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodger's Tax, the following must be strictly adhered to:

Please initial each requirement:

- _____ Invoices must be presented to the City Manager's Office for reimbursement with 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 unless it has the "Paid in part by Truth or Consequences Lodger's Tax" and the City of Truth or Consequences logo in print or "Paid in part by Truth or Consequences Lodger's Tax" spoken in a radio ad. Radio ad invoice shall include the ad/message.
- _____ 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 Lodger's 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 Lodger's 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.
- _____ **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 Lodger's Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2023

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.13

SUBJECT: Acknowledgment of November 7, 2023 Election Results and Official Canvass.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 5, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The Municipal Election was held through the Sierra County Clerk on November 7, 2023. The results confirmed the following were elected as Commissioners:

Position II (4 year term) – Ingo Hoepfner

Position IV (4 year term) – Rolf M. Hechler

Position V (4 year term) – Amanda Forrister

Office for the elected governing body officials listed above will begin January 1, 2024.

Recommendation:

None.

Attachments:

- Election Canvass
- SOS Results
- 2024 Commissioner Contact Listing

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 12-13-2023



CERTIFICATION OF CANVASS RESULTS

We, the undersigned Board of County Commissioners acting as the Board of Canvassers of Sierra County, State of New Mexico, canvass the Local Election held in said county, November 7, 2023, certify that the canvass results text file sent to the office of secretary of state is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners, November 14, 2023
Date

ATTEST:

Shelly K. Dwyer
Clark

James E. Rapson
Member

Tim Dwyer
Chairman

Member

Member

Member

Member



Sierra County

Canvass of Returns of Local Election
Held on November 7, 2023 - State of New Mexico

Summary Bucket Report

	Absentee - Machine	Absentee - Hand	Absentee - FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
LEER WEDGWOOD JR ()	3	0	0	0	0	0	0	6	0	0	0	13	0	0	0	22
School Board Member - T OR C MUNICIPAL SCHOOL BOARD																
AVA REBECCA BARTOO ()	50	0	0	0	0	0	0	518	0	0	0	581	0	0	0	1149
BARBARA E PEARLMAN ()	87	1	0	0	0	0	0	318	0	0	0	364	0	0	0	770
TRACY A STOUT-COLE ()	59	0	0	0	0	0	0	387	0	0	0	483	0	0	0	929
JEANNE FEAZELL ()	56	1	0	0	0	0	0	233	0	0	0	258	0	0	0	548
Soil & Water Supervisor - CABALLO SOIL & WATER CONSERVATION BOARD																
WILLIAM D WEAR ()	12	0	0	0	0	0	0	36	0	0	0	141	0	0	0	189
Soil & Water Supervisor - SIERRA SOIL & WATER CONSERVATION BOARD																
RUSSELL WOOLF ()	98	0	0	0	0	0	0	678	0	0	0	736	0	0	0	1512
Soil & Water Supervisor (Landowner) - CABALLO SOIL & WATER CONSERVATION BOARD																
FRANK J GARAY ()	12	0	0	0	0	0	0	29	0	0	0	102	0	0	0	143
SAMANTHA MARIE GILLIS ()	4	0	0	0	0	0	0	25	0	0	0	105	0	0	0	134

Sierra County

Canvass of Returns of Local Election
Held on November 7, 2023 - State of New Mexico

Summary Bucket Report

	Absentee - Machine	Absentee - Hand	Absentee EMAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day - Provisional - Hand	Election Day - Provisional - Machine	Total
Soil & Water Supervisor (Landowner) - SIERRA SOIL & WATER CONSERVATION BOARD																
RANDALL Q LACK ()	56	0	0	0	0	0	0	382	0	0	0	450	0	0	0	882
BEAU TREVOR MARSHALL ()	70	0	0	0	0	0	0	473	0	0	0	487	0	0	0	1030
GENERAL OBLIGATION SCHOOL BOND QUESTION: Shall the Board of Education of the Truth or Consequences Municipal School District No. 6, County of Sierra, State of New Mexico, be authorized to issue general obligation bonds of the District, in one series or more, in the aggregate principal amount not exceeding \$3,000,000, for the purpose of erecting, remodeling, making additions to and furnishing school buildings, including teacher housing, purchasing or improving school grounds, purchasing computer software and hardware for student use in - T OR C MUNICIPAL SCHOOL DISTRICT																
Yes	102	1	0	0	0	0	0	567	0	0	0	700	0	0	0	1370

Sierra County

Canvass of Returns of Local Election
Held on November 7, 2023 - State of New Mexico

Summary Bucket Report

No	Absentee - Machine	Absentee - Hand	Absentee - FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
50	0	0	0	0	0	0	0	289	0	0	0	317	0	0	0	656

Vote Type: Absentee

ELECTION OFFICIALS PLEASE COMPLETE THE FOLLOWING:

CERTIFICATE:

<u>Mary Jo Winters</u>	<u>Joyce Berry</u>
Election Judge	Election Clerk
<u>Dorothy L. Caceres</u>	
Election Judge	Election Clerk
<u>Constance Riegers</u>	
Election Judge	Election Clerk

NOTICE

This tally sheet is to be used to tally any hand counted ballots. All entries in this tally sheet are to be made by the election judges and election clerks. All judges and clerks must sign the certificate printed on the bottom left of this tally sheet. One copy of this tally sheet must be delivered to the county clerk and one copy mailed to the secretary of state.

CAP Roster

Absentee

Ballot Sent Date	County	Precinct Part	Random ID	Verification Code
10/10/2023	Sierra	005.2	350BD32ED0	5C4E99D6 ✓
10/10/2023	Sierra	005.2	4A2E37F0C6	6F533EB7 ✓
10/10/2023	Sierra	005.2	6B6C447B2F	C63EBCBA ✓
10/10/2023	Sierra	005.2	A743585F6A	A96927A4 ✓

All ballots received.

State of New Mexico



County of Sierra

Shelly K Trujillo
Sierra County Clerk

1712 North Date Street, Suite A
Truth or Consequences, New Mexico 87901
(575)894-2840
(575)894-2516 Fax

November 7, 2023

To Whom It May Concern,

The Sierra County Clerk's Office reprinted a total of 8 ballots for our CAP voters, as when we redistricted, the CAP voters were not updated at the Secretary of State's office. So, they were in the wrong precinct. The CAP voters surrendered their wrong ballots to our office, so they are accounted for. The other 4 that were printed in the wrong precinct are also in our office with the original 4 that were surrendered.

Please call if you should have any questions for clarification.

Sincerely,

Shelly K Trujillo
Shelly K Trujillo

KATHY ANN BULLINGTON	15%	40
DAVE L PARMER	14%	37
TOTAL VOTES		264

MAP

COUNTY RESULTS

CITY COMMISSIONER CITY OF TRUTH OR CONSEQUENCES (POSSIBLE RECOUNT)

FOLLOW THIS CONTEST

PRECINCTS FULLY: 8 / 8 | PARTIALLY: 0 / 8

EXPORT 

SHELENE M HARRELSON	15%	333
ROLF M HECHLER	21%	449
INGO HOEPPNER	18%	395
GORDON SAMUEL EDELHEIT	12%	264
CHAZ M GLINES	16%	351
AMANDA L FORRISTER	17%	367
TOTAL VOTES		2,159

MAP

COUNTY RESULTS

COUNCILOR AT LARGE CITY OF VAUGHN

FOLLOW THIS CONTEST

PRECINCTS FULLY: 1 / 1 | PARTIALLY: 0 / 1

EXPORT 

BILLY G LUCERO	31%	52
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CITY OF TRUTH OR CONSEQUENCES
CITY CLERK'S OFFICE
505 SIMS STREET
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
PHONE: (575) 894-6673 FAX: (575) 894-7767

November 7, 2023 Election

Shelene M. Harrelson	15%	333 votes
Rolf M. Hechler	21%	449 votes
Ingo Hoeppe	18%	395 votes
Gordon Samuel Edelheit	12%	264 votes
Chaz M. Glines	16%	351 votes
Amanda L. Forrister	17%	367 votes

*Rolf Hechler
Commissioner*

*Amanda Forrister
Commissioner*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Angie Gonzales
City Manager*

*505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-0363
www.torcnm.org*

CITY COMMISSIONER'S CONTACT INFORMATION

Destiny Mitchell, Commissioner 505 Sims Street/City Hall Truth or Consequences, NM 87901 Phone: (575) 740-7542 Email: dmitchell@torcnm.org	POSITION I	2026
Ingo Hoepfner, Commissioner 505 Sims Street/City Hall Truth or Consequences, NM 87901 Phone: (575) 551-8186 Email: ihoeppner@torcnm.org	POSITION II	2028
Merry Jo Fahl, Commissioner 505 Sims Street/City Hall Truth or Consequences, NM 87901 Phone: (575) 740-7723 Email: mfahl@torcnm.org	POSITION III	2026
Rolf Hechler, Commissioner 505 Sims Street/City Hall Truth or Consequences, NM 87901 Phone: (575) 740-0048 Email: rhechler@torcnm.org	POSITION IV	2028
Amanda Forrister, Commissioner 505 Sims Street/City Hall Truth or Consequences, NM 87901 Phone: (575) 740-4293 Email: amanda.forrister@torcnm.org	POSITION V	2028
Angie Gonzales, City Manager (Ex-Officio) 505 Sims Street/City Hall Truth or Consequences, NM 87901 Office: (575) 894-6673 Ext.320 Email: agonzales@torcnm.org		



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 13, 2023

Agenda Item #: J.14

SUBJECT: Selection of alternative date for the 1st Commission meeting in January 2024.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: December 5, 2023

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

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

Summary/Background:

The 1st meeting in January was originally scheduled for January 10, 2024. However, our Governing Body will be attending the Municipal League Leadership Training, and the Newly Elected Officials Training in Santa Fe, New Mexico on January 9, 2024 through January 11, 2024. Therefore, the Commission will have to choose an alternative date for the 1st meeting in January.

Recommendation:

Select an alternative date for the 1st meeting in January. City Staff recommends January 3rd or January 17th.

Attachments:

- None.

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 12-13-2023