

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Bruce Swingle
City Manager

505 Sims St.
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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, MARCH 8, 2023; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS (5 Minute Rule Applies)

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Swingle and Department Supervisor

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

1. City Commission Regular Minutes, February 22, 2023
2. City Commission Special Executive Minutes, February 24, 2023
3. Acknowledge Public Arts Board Minutes, January 10, 2023
4. Acknowledge Recreation Advisory Board Minutes, February 6, 2023

F. CONSENT CALENDAR Continued...

5. February 2023 Accounts Payable

G. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of the City's General Obligation Bonds, Series 2023 Ordinance No. 745. City Manager Swingle and Chris Muirhead, Modrall Sperling

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 32 22/23 Confirming the City of Truth or Consequences to participate in the Department of Transportation Municipal Arterial Program Local Government Road Fund Program. Assistant City Manager Alvarez
2. Discussion/Action: Approval of Resolution No. 33 22/23 for the Sale of Surplus Property (non-usable transformers). Bo Easley, Electric Division Director
3. Discussion/Action: Approval of Resolution No. 34 22/23 for the Sale of Surplus Property (Aluminum & Steel Poles). Bo Easley, Electric Division Director
4. Discussion/Action: Publication of Ordinance No. 748 an ordinance authorizing the lease of real property, pursuant to section 3-54-1 NMSA 1978 to American Tower. City Manager Swingle

I. NEW BUSINESS

1. Discussion/Action: Summary Plat Amendment 702 N. Foch Street. Assistant City Manager Alvarez
2. Discussion/Action: Summary Plat Amendment 1408/1410 Tin Street. Assistant City Manager Alvarez
3. Discussion/Action: Variance Request 1401 Platinum Street. Assistant City Manager Alvarez
4. Discussion/Action: Accept and Approve the State of New Mexico Department of Finance and Administration Fund Regional Recreation Centers Quality of Life Agreement. OJ Hechler, Community Services Director
5. Discussion/Action: Accept FY2023 Community Project Funding/Congressionally Directed Spending Grant Award and Execute Grant Agreement No. B-23-CP-NM-1048 and authorize staff to complete and submit all required documentation. City Manager Swingle
6. Discussion/Action: Approval of Parkhill Solid Waste Cost of Service and Rate Design Study Engineering Services Proposal. City Manager Swingle
7. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Kristie Wilson, Finance Director
8. Discussion/Update: Grants and Projects Update. Assistant City Manager Alvarez

J.

K. EXECUTIVE SESSION

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

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

1. Limited Personnel Matters (*City Manager potential candidates*) 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.

NEXT REGULAR CITY COMMISSION MEETING MARCH 22, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: March 2, 2023
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Swingle and Department Supervisor

Summary/Background:

Bo Easley – 22 years	Shane Jeffers – 1 year
Martin Towner – 3 years	George Rea – 2 years
Joseph Daley – 5 years	Ashley Galicia – 1 year
Katy Martinez – 1 year	
Chelsea LeClair – 7 years	
Crispin Bush – 3 years	

Recommendation:

None. Presentation Only.

Attachments:

Printed certificates to be signed by city manager and mayor

Fiscal Impact (Finance): No

Legal Review (City Attorney): No

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 3-8-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, February 22, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: March 3, 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 3-8-2023

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, FEBRUARY 22, 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: Bruce Swingle, City Manager
Traci Alvarez, Assistant City Manager
Angela A. Torres, City Clerk-Treasurer
Kristie Wilson, Finance Director
Jay Rubin, City Attorney via telephone

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.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PRESENTATIONS:

1. Certificate to LaRena Miller for 27 years as the Executive Director of the Geronimo Trail National Scenic Byway. Mayor Forrister:

Mayor Forrister presented a Certificate of Commendation to LaRena Miller for 27 years as the Executive Director of the Geronimo Trail National Scenic Byway.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Kathleen Sloan addressed the Commission with comments related to:

- (1) She asked why the hospital bill is so high, and if it is atypical. If so, why is it atypical?

E. REPORTS:

City Manager Swingle reported the following:

- He gave kudos to those who were listed as the Sierra County's best of the best. Tammy Gardner was selected as the 2023 best of the best winner for Administrative Assistant. Well deserving. She does a great job. Mayor Forrister was selected for Coach of the year. Sgt. Blomquist was selected for Officer of the year, and the Truth or Consequences Fire Department was selected for the Volunteer Fire Department of the year. Congratulations to all of them. Thank you to the Sentinel for recognizing the best of the best in this community because there is a lot to be recognized in this community.
- He thanked the T or C residents for their patience and understanding with the recent water outage. One of the phases for the NMDOT Roundabout project was for NMDOT to move a line and it created a water outage for a period of time. We were in an area where we didn't even know the pipes existed, and we were not sure just how wide spread the outage would be, but it was very limited. Everything worked perfect. Thank you to the contractor that were there working on the project, as well as NMDOT and the water staff. They all worked together very well to make sure that the problem didn't cascade downstream.
- He attended the school board meeting, and he encouraged parents to attend these meetings because these educators and the school are doing everything they can. They have a lot of barriers in the way. I believe that the educators are using every tool they have available to them to ensure that kids succeed in their education. The meeting opened his eyes to how much of an impact the pandemic had on the kids. We all have a vested interest in ensuring that we have a good education system here in Sierra County, and that we support it, and collaborate with our school board, and school employees to see that, that happens. We as a Municipality should also be attending these meetings, to see what is going on, and look at the challenges that the school district is dealing with, and help out where we can.

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- There was a comment made in public comment about the Sierra Vista Hospital bill. We finally trued-up. The City of Truth or Consequences has never paid its bill to the hospital for inmates and prisoners that are taken to the hospital for medical clearances, and things of that nature. The bill was hundreds of thousands of dollars, and we negotiated an amount because we were so far in arrears, but we did pay that bill. The county never paid their bill many years ago, and we trued-up that bill as well. The hospital is glad that we paid our bill, and now we are current and correct.
- He, the Mayor, and Assistant City Manager Alvarez went to Santa Fe on February 10th to meet with Senator Crystal Diamond and the Governor's Staff concerning a \$20 million dollar request needed to replace the old water lines that were experiencing the most water leaks. We had our engineers look at where our water leaks are occurring, and we identified 2 major areas which are Veater and all of the metal streets attached that, as well as 3rd street to 9th street, and Cedar to Gold street. Those are the areas that have extremely dated water lines, and those are the areas that are experiencing the most leaks. Things are a bit calmer here in the winter months, but as it gets warmer, and water consumption goes up, we are going to see more and more water leaks. We made the request, and we are working with Senator Diamond. There is a two prong approach that is being taken. She sponsored a Senate Bill 359 which is titled the T or C Waterline Improvement Project, and it is requesting \$20 million dollars for those waterlines. The other approach is working with her and the governor to get capital outlay. Senator Diamond is willing to pony up \$1 million dollars of her capital outlay money to contribute if the governor will come up with \$19 million dollars out of her capital outlay. We have been told that the governor will make her announcement this week on what project she is going to fund for capital outlay. Let's hope that we are one of those projects. If we get less than the \$20 million, then we will be able to handle a smaller area, and we will still continue to have the water leaks. We are losing 43% of water that we are producing. Not all of it is water leaks, but a vast majority of it is water leaks, so we are hopeful that we will see a positive outcome with that.
- We met last week the Public Utility Advisory Board at their last meeting and we talked about water rates. Our water rates are ridiculously low. We are the 3rd lowest rate in the State of New Mexico. Artesia and Hobbs have the two lowest rates. Their revenue comes from the oil and gas industry. We are well below the state average for the water rates so what we are going to do is recommend a water rate study so we can determine where we need to be. We have to get authorization from USDA for everything that we do because they loaned us money based on our water rates, and I don't think they will argue if we increase that revenue, but they would have an issue if we decreased it.
- Everybody is out of the Lee Belle Johnson Building other than the Visitor Center. I am going to meet with the owner of the old DWI building tomorrow to see if we can use that building to re-locate the Visitor Center. If it is suitable, we will come back to the Commission because it will require some Lodgers Tax funding to pay for the rent of the old DWI building. If everything works out well, then we will work

CITY COMMISSION FEBRUARY 22, 2023 REGULAR MEETING MINUTES

on getting everyone moved out of the Lee Belle Johnson Center, and then we can start moving forward with the mitigation that needs to occur in the building.

- We still have two vacancies on the Impact Fee Advisory Board. We have one vacancy on the Library Advisory Board. One vacancy on the Recreation Advisory Board, and one vacancy on the Planning & Zoning Board.

City Attorney Rubin had no report.

City Commission Reports:

Mayor Pro-Tem Hechler reported the following:

- I don't want people to get the impression that the hospital bill was neglected for years and years, and that is why it is as high as it is. There was some due diligence that had to go into negotiating that bill over the years. We went through another CEO. We have a new CEO now, and there were some issues that had to be ironed out. If an arrestee had a pre-existing condition and had to go to the hospital, the city should not have been responsible for that bill. Things like that had to be ironed out, and over time through negotiations, I think we finally got into a situation where we can pay the bill and feel good on both sides. I commend City Manager Swingle for finally getting that done.

Commissioner Mitchell reported the following:

- They have a pretty strong Fiesta Board, and this year they have more volunteers. We will be doing a fundraiser on March 4th at the T or C Brewery. It will be called a taste of Sierra County, and we will be inviting local restaurants to contribute a dish, and we will be doing a little fiesta game show to raise funds for the upcoming event. We will also be doing a casino night. Instead of a cash party, it will be more like casino games and fundraiser. We talked about selling Miss Fiesta a week before Fiesta weekend. We have tons of stuff lined up. The music is almost all set. We are getting lots of shade structures, and negotiating everything else. We are on target this year and everything is coming together.

Commissioner Fahl reported the following:

- She commended City Manager Swingle for the work that he is doing with the water rates. I don't think the public, and certainly not myself, had any idea of the status of our infrastructure, and the big things that we have to do. We are not doing it to be spiteful, we need that money in order for us to have water so I really appreciate everything you are doing for getting our rates the way they need to be.
- She thanked City Manager Swingle, Assistant City Manager Alvarez and Mayor Forrister for going to Santa Fe working with the state on our water structure. She also saw Senator Diamond during Ag Fest and she was 100% supporting us, and working with the governor's office, so hopefully we have a good chance. We couldn't have done that without all their hard work.

Commissioner Harrelson reported the following:

- She wanted to piggyback on what City Manager Swingle was saying about the schools and how difficult it is for our teachers. One of the things that I don't think the community ever knows about that happens at the school level is the behaviors that happen in the classroom are kind of like the closet things that teachers don't talk about because it is so bad. Teachers get beat up. They have a lot of bites and kick marks on them. Lots of things happen that we never share with the public because it is part of keeping that sacred and in the classroom, and keeping it sacred at the schools so when we talk about it being rough for the schools and the teachers, we really mean it. It is very rough and our community is very rough. It starts at the elementary school and leads all the way up to the high school. We have a lot of suspensions happening. We have a lot of kids who need emotional support and COVID did not do us any favors with those kids, and it has been very difficult for them to re-socialize and become part of a group again, so we really need to thank a teacher when we see them because it is rough in there.
- She went to Ag Day with the high school and Julian Marta took his leadership team and a few others to the roundhouse. Senator Diamond pulled them on the floor during the senate and had them speak a little bit and say their pledge that they have for the FFA. It was a really great experience for the kids. Senator Diamond does a great job. We also sat in on one of her sessions where they were discussing some issues that came up around gross receipts tax for other communities so I just wanted to thank her for accepting our kids and talking about the good things we do in Truth or Consequences. We were one of the only two schools who were guests in the roundhouse that day.

Mayor Forrister reported the following:

- She was also at the roundhouse and there were a lot of FFA kids from around the state in the gallery, and on the floor Senator Diamond had her guests from here who were also the volleyball girls so it was really neat to get to see them all dressed up. The Las Cruces FFA was also there. It kind of gave you chills when Senator Diamond banged her gavel and all of the FFA kids stood up and recited their pledge. It was really neat to see Sierra County being represented.
- Senator Diamond did a really good job at getting the meeting set up and supporting the needs of our community. She said that it is not just a problem in the city, and everyone is recognizing that it is a team effort so she really wants to be on board to help us with that.
- I was in the paper twice. Not only was I coach of the year, but I was also best of the best Elected Official.

F. CONSENT CALENDAR:

1. City Commission Regular Minutes, February 8, 2023
2. Take Home Vehicle Form

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

G. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 31 22/23 Budget Adjustment Resolution:

Kristie Wilson, Finance Director reviewed the Budget Adjustments provided in the packet.

Commissioner Mitchell moved to approve Resolution No. 31 22/23 Budget Adjustment Resolution. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Publication of Ordinance No. 747 an ordinance authorizing the lease of real property, pursuant to section 3-54-1 NMSA 1978 to Sun State Tower:

City Manager Swingle: We are requesting publication of the ordinance for the lease of real property. The agenda request form has it listed as the water tank site on Pershing. This is not. This is the Louis Armijo Sports Complex tower lease. You are going to see several of these ordinances come forward over the next couple of meetings. We have a total of 5 towers that we are trying to get into long term leases. These leases are extremely labor intensive on our part, on staff. My time, the assistant city managers time, the utility billing office, accounts receivable, as well as finance. We had a company come in who wanted to purchase the long term lease for all 5 towers, but two of the towers (*this one, and the one on Kopra*) have first right of refusals with different companies (Sun State being one of them). This is the first one, and they are wanting to purchase a long term lease with the city for \$175,000. What we are currently getting in this tower (*this is the tower that generates the most revenue*) is \$11,400 a year in fees for that tower so when you think about it, \$175,000 adds up to about 15-16 years, but if you combine all of them together, we are looking at receiving over \$1.1 million dollars from the three tower companies for the long term leases of all 5 towers. That in itself when you equate that to years, with the current rates we are receiving is 35 ¼ years of revenue. There are a lot of steps that we still have to take as far as title searches and getting this ordinance and moving forward with it, as well as seeing agreements coming forward before the Commission before we actually execute the documents. So, if this is approved, I would hope that the Commission would use this money and invest it. If we invest it at 3% we are going to get more back just in the investment and interest, than what we are receiving in all of our towers combined. You will still come out ahead just using the interest. These companies come and go so this is one way for us to secure

some revenue, investing that revenue, and just using the interest for the betterment of the community.

City Attorney Rubin: State Statute 3-54-1 is the statute that we have to follow closely. That statute contemplates an appraisal is performed. There was an appraisal was done in August 2022, and they determined that the appraised rental value of the property is \$15,000 per year, but as pointed out by City Manager Swingle it is possible to argue that is actually really what the market value would dictate. The purpose of this ordinance is relying on the appraisal of \$15,000, and so the question becomes whether or not the \$175,000 you will be getting is anymore greater than the appraised value, and I would say yes because you are getting money upfront, and obviously getting money upfront is better than a stream of payments that may or may not come in later on.

Commissioner Fahl made a motion to approve the publication of Ordinance No. 747 an ordinance authorizing the lease of real property, pursuant to section 3-54-1 NMSA 1978 to Sun State Tower. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. NEW BUSINESS:

1. Discussion/Update: Wyona Street Development Update:

Nate Stevens, Wyona Street Contractor: I am addressing you this morning concerning the development of parcel # 30220794151 and the false claims of code violations presented by Diane Gunning at the February 13th Planning & Zoning Meeting. No one on the 700 block of Wyona lives on a dead end street. The 800 block of Wyona has never been developed. This is not to say that it was never part of the Las Palomas Hot Springs, Townsite Plat. The plat map provided to the Commission shows that block 30 of the Las Palomas Hot Springs, Townsite has been approved, and part of the planning from the beginning. The year on the map is 1929. Long before any of the residents on the 700 block were owners. This means that in 1929 the city approved, and recorded this map with the county, which is where I obtained it, and where anyone who was worried about living on a dead end street could have researched it, and found that the development of that street could happen at any time. There is no need to hold a public hearing to hear about a planned street development that has been recorded at the county for 94 years. The preliminary plans provided to the city are just that, preliminary. I am in constant contact with the City Manager and Assistant City Manager, and by an independent engineer approved by the city. Changes to the plan are being made to ensure that they meet or exceed all state building codes and city requirements. The zoning on block 30 is R3 which allows for multi-family dwellings. All of these discussions have been had and rehashed multiple times. The fact that I am wasting the city councils time by having to deal with Diane Gunning's complaints is unfortunate considering the city is working to better the life of its citizens with the multiple improvement projects happening at this time. The laws which were re-plated and approved by the Planning & Zoning Board, as well as the City Council have been recorded with the county and stand as 7 legal lots on block 30. There is no need to go back and re-visit this complaint

as the deed is done legally and fairly with time for public comment at those meetings. The other document you were given was an elevation certificate provided and stamped by Chaparral Surveying. This document shows the base flood elevation, and the current elevation of my land after the dirt work that we have done. What this document shows is that we are 3 3/8 inches higher than the base flood elevation. We are continuing to bring it up and raise the elevation another 6 inches, and once the concrete is poured, the finished floor will be 16 inches above base flood elevation. Very few homes in the Hot Springs district can say that they are at that elevation. The picture provided by Ms. Gunning was directly after the clearing of the lot and before any dirt was hauled in. I find it deceitful that she would include a picture before dirt work to the Planning & Zoning Board and pass it on as if it were the current state of my property. With the growth happening and the potential for further development in the city, it is unfortunate that members of this community are in opposition. The fact is that we do not have housing for people and several of the motels in town are full of monthly renters with nowhere to go. The school is having trouble staffing because of housing issues. The hospital uses traveling nurses. The Veteran Home is understaffed and cannot move people here because of the housing issues. Truth or Consequences is growing, and that is a wonderful thing, but it has hit a brick wall when it comes to housing. There is simply not enough. The fact residents of the 700 block are fighting housing at the same moment our most important institutions are under staffed due to a lack of housing is despicable. The selfishness to say "stop this development" and not take into consideration the needs of the town you live in is atrocious. I myself am working to better this town. To summarize, the street, water, and wastewater that I have installed were always part of the subdivision plan. The street, including the bridge was always part of the plan. The buildings will be approved before the construction starts, and are in the process of being revised. Block 30 is not in a flood plain. It is above base flood elevation. I am building new homes in the Hot Springs in order to attract the professionals we need to operate our essential institutions. It is my hope that this will put an end to the gross waste of the city employees time dealing with false claims represented by Diane Gunning on behalf of herself, and the other near sided residents of the 700 block.

Commissioner Fahl: I think we all appreciate you giving us an update so we understand what is going on, and having the public hear that so that we know that you have a lot of thought in that and you are following all of the processes, so thank you. You are also right. We don't have sufficient housing and we need that to attract people. Our current housing that is for rent is high and people can't afford to pay it, so anything that we can do to address that is really a benefit to the community.

2. Discussion/Update: T or C Municipal Airport Operations:

Chad Rosacker, Airport Manager gave an update on the T or C Municipal Airport Operations. (Presentation attached hereto and made a part hereof).

3. Discussion/Update: T or C Municipal Airport Projects and Funding:

Cheryl Rodriguez, Delta Airport Consultants gave an update on the T or C Municipal Airport Projects and Funding. (Presentation attached hereto and made a part hereof).

4. Discussion/Action: Approval of Recreation Advisory Board recommendation for dirt and grass work on soccer fields to level playing surface:

Sean Barnes, Parks Manager: The soccer field has not been in the best shape. When I started it wasn't in the best shape. We mowed it the best we could, but since I started I fluctuated employees. I have full crew, minus one member. The plan for the soccer field is to get the soccer league off of the baseball field so we can let the baseball ground rejuvenate after the season. The plan is to rototill the soccer field first, and then go back and smooth out any holes that are there. Then we will start fertilizing and putting grass seed down. We also want to re-do all of the sprinkler systems that are not working correctly. In mid-March we want to put the grass seed down so that it has time to germinate, and by the time that soccer season comes in July, hopefully the grass will be good and stable for them to start playing on. After that, we can aerate and plant more seeds throughout the years to come. Right now there are a lot of rocks in it, so with the rototiller and the plowing we will be able to get a lot of the rocks out or removed in the same process.

Mayor Pro-Tem Hechler: I really appreciate the efforts, but here is my concern. When the soccer fields first went into play it was orchestrated with half measures. We had people donate seed and we had somebody come in and put in an irrigation system that wasn't quite up to par. It was kind of thrown together, and basically there are several rocks under the surface. Instead of us throwing more money and time into the situation because you guys have 25 properties that you take care of, so I would rather us approach the soccer field like we did Ralph Edwards Park. We did a phased in approach over 5 years. We received over half a million dollars in grants. It is a beautiful facility, and it is going to get better. Why can't we do the same thing with our soccer fields and develop a soccer complex. It is so easy for a community to take half measures sometimes because they want something and they want it right now so they don't think it out. You take a half measure, you have a half facility. The Arrey ball Complex just received \$277,000 to rebuild the Arrey ballfields. Why can' we do that with our soccer fields? I know there is money out there. I think we just have to approach it, and the way to approach it is develop a plan, phase in that plan, and then develop a soccer complex for our youth. I think it is important for us to do that.

Commissioner Fahl: I would suggest that you write a letter to the Jornada Resource Conservation and Development Council and they can perhaps buy the seed for you and that would lower the cost for the city or you can ask Sierra Soil and Water. I volunteer them for a lot of things. The Sierra Soil and Water or my non-profit will be glad to purchase the seed so that would reduce that cost, and it would just then be your labor.

OJ Hechler, Community Services Director: We are here because this was a recommendation from the Recreation Advisory Board. I have experience with the soccer field situation. I can tell you from my experience that we have to do it professionally, and we have to do it right. I love the ambition. I was there once too, but I dealt with a lot of the complaints of the rocks and the uneven surface. Digging up holes, and repairing lines, the grass covered all of the rocks up, but they are still there. It is not a professional playing surface. The work that the Recreation Advisory Board is recommending leads to expectations which ultimately would lead us back to where we are at right now. My suggestion would be to maintain what we got, and add it to our ICIP again. There were some opportunities last year and Ralph Edwards was out focus for phase 2, but this year our focus could be the soccer field. We are in need of it.

City Manager Swingle: The soccer field is on our ICIP and it is high priority. We are asking for \$400,000 or \$450,000 for basically a new field and the sprinkler system.

Mayor Pro-Tem Hechler moved to deny the recommendation of the Recreation Advisory Board for dirt and grass work on soccer fields to level playing surface, and have the city move forward with the development of a comprehensive plan for the Louis Armijo Sports Complex for the future so that we can apply for grants and things of that nature. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Recreation Advisory Board recommendation to remove the basketball goals and fencing around the courts located at the Louis Armijo Sports Complex:

Sean Barnes, Parks Manager: The area where the basketball goals and fencing around the courts located at the Louis Armijo Sports Complex always fills up with water. The surface of the courts is in really bad shape. The asphalt needs to be re-done. We would have to raise the ground in order to get it out of the food zone. We want to remove the fencing and goals and extend the parking lot so we can accommodate little league and soccer because there is not enough parking right now. The goals, and fencing will be kept at the Armory so we can re-use them. The gates will be trashed because they are in bad shape.

Commissioner Mitchell: In the future, I would like for us to look into bringing it back into an actual sports complex.

Mayor Pro-Tem Hechler moved to approve the recommendation of the Recreation Advisory Board to remove the basketball goals and fencing around the courts located at the Louis Armijo Sports Complex. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Approval of a Memorial Donation & Gift Program Policy for the Parks Department:

OJ Hechler, Community Services Director: Our Parks and Recreation Department often gets gift requests for memorial donations, gifts, and things of that nature, and this is a policy for receiving those gifts for memorials. We have to be careful because the city becomes liable so this is what we came up with. The Parks and Recreation Department will determine if an area is fully developed and no more donations will be accepted. We will suggest an area for them. The City does not guarantee permanency of the memorial. If a memorial must be removed or relocated, Department staff will attempt to notify the donor in writing, from the address shown on the completed Memorial Donation & Gift Agreement Form. The City is in no way obligated to replace the gift if it is stolen, vandalized, worn out or destroyed. We want to accept donations and encourage it, but at the same time we also want to protect ourselves. The donor will fill out the form, and we will go over it with the Parks Manager. The Parks Manager may make a suggestion of we are not currently accepting these over here, but we are over here. They would then fill out the form and we would take it to the Recreation Advisory Board and then it would come to the Commission for final approval. We will take it on a case by case basis.

Commissioner Fahl moved to approve the Memorial Donation & Gift Program Policy for the Parks Department. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Approval of an additional 18 disc-golf baskets to be installed at the Municipal Golf Course:

Rick Artman, Golf Course Superintendent: We were looking at the disc-golf situation here at our course and disc-golf itself is a very rapidly growing sport nationwide and worldwide. They have professional tours now and there are hundreds of tournaments that are happening each and every week, and we are looking to get part of that. Our numbers here at the course for disc players have been growing each and every month. In June we had 22 disc golfers, and in January we had 70 players, and there is a big difference in weather between June and January so I know that it is growing here, as well as nationwide. With that in mind, we wanted to install 18 more disc-golf baskets. That will give our course two complete 18-hole courses. The concept is to have the existing ones that are all red, and the new set will be orange so we can have two separate courses so the people who come out to play have a choice to do one or the other or perhaps both. That will also give some flexibility to our golfers. We are planning to use the entire facility and not only the golf course itself.

Commissioner Fahl moved to approve an additional 18 disc-golf baskets to be installed at the Municipal Golf Course. Commissioner Mitchell and Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Amended Agreement between the City of T or C and Quest Diagnostics Clinical Laboratories:

City Manager Swingle: This is an amendment to our existing agreement with Quest Diagnostics Clinical Laboratories. We ran into a situation where not everybody is capable of filling a cup (*for various reasons*) when they do their employment tests. Under the existing agreement we have no other mechanism of testing. The amendment is to allow quest to do analysis on hair collection. This is a much better way of testing, so this will give Quest another tool to do our proper pre-employment physical and other situation that may arise.

Mayor Pro-Tem Hechler moved to approve the amended agreement between the City of T or C and Quest Diagnostics Clinical Laboratories. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

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

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

10. Discussion/Action: Request for use of the Municipal Golf Course on June 9th through 11th for the 2023 Turtleback Mountain Music Festival:

City Manager Swingle: This item has been resolved so I would ask you to not take action on it. Initially, the Sierra del Rio Golf Course was in transition between ownership so the music festival organization had no commitment at the time to find a site for the second annual Turtleback Mountain Music Festival so they approached with a potential use of our golf course. Now that ownership at the Sierra Del Rio Golf Course has been taken care of, the new owners are very supportive of hosting this so this is an item that I recommend you don't take action on.

No action was taken on this item due to City Manager Swingle's statement.

11. Discussion/Action: Approve 2022-2024 National Museum of the United States Airforce Community Static Display Program Agreement:

Assistant City Manager Alvarez: The T33 Aircraft has been displayed for longer than I have been with the city, and this is just an agreement that normally goes through on an annual basis. This will be a two year agreement for this year, and then a five year agreement after this. This is nothing different from then what we have done before, we are just bringing it before the Commission rather than it being signed off by the Airport Manager.

Commissioner Fahl moved to approve the 2022-2024 National Museum of the United States Airforce Community Static Display Program Agreement. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: Approve installation of a Septic Tank and Execute a Hold Harmless Agreement for El Terrero Construction:

City Manager Swingle: Several months ago you approved an agreement allowing El Terrero Construction to be on the property right immediately adjacent to the solar field. Part of that agreement was that they are responsible for restoring everything back to its original state when they leave. They are going to be here about 18 months. They moved a trailer in. We don't provide sewer services in that area. We have no infrastructure in place so they want to install a septic system. Talon is wanting the city to approve the installation of that septic system. We don't need to change anything in our original agreement. It is already covered that they will restore it back to the original state, which means removal of this septic system. It wasn't specifically listed in that original agreement, but them restoring it back to its original state is pretty self-explanatory.

Commissioner Fahl moved to approve the installation of a Septic Tank and Execute a Hold Harmless Agreement for El Terrero Construction. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

13. Discussion/Action: Approval of Parkhill Task Order for the purpose of Monitoring Well Replacement and Reconfiguration at the T or C BLM Landfill:

City Manager Swingle: What we have is a proposal based on our requirements from the environment department for the Landfill closure at the driving range at the golf course. You recently executed an agreement with Elephant Butte to continue the use of that area as the driving range. Andy has been wanting to address concerns our engineers have had for several years. Over the past 3 years, the sampling of well NNW5 (*which is monitoring well #5*) has failed to produce adequate quantities of water for sampling

CITY COMMISSION FEBRUARY 22, 2023 REGULAR MEETING MINUTES

purposes, so they want to move that well approximately 100 feet to the north, and they will go another 10-15 feet deeper than they currently are. They will also affect some improvements to well 3R, 8, 9, and 10 which are currently constructed as subsurface wall dwells. They are going to make them above ground. Where you have grass that you are fertilizing, and you are watering it, those chemicals can actually bleed into the well, and it can give false readings of something that is not really at the well level where we are testing so they want to go above ground so that does not happen in the future. It will also be much more durable for the use, so that any activity out there aren't going to impact the above ground apparatus that can currently get ran over by golf carts. The engineers are anticipating that the cost will be somewhere around \$66,287.

Commissioner Mitchell moved to approve the Parkhill Task Order for the purpose of Monitoring Well Replacement and Reconfiguration at the T or C BLM Landfill. Commissioner Harrelson and Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. ADJOURNMENT:

Mayor Forrister Adjourned the meeting at 11:58 a.m.

Passed and Approved this 8th day of March, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



Company Overview and Airport Update
Prepared for Truth Or Consequences City Commission



Who We Are

We are an airport management company that specializes in supporting small, rural airports that have difficulty finding the experienced personnel necessary to operate, Maintain, and develop their Airports



Our Experience

Airport management is only the start.... Our employees and consultants have a wide range of Aerospace experience:

- Aerospace, mechanical and structural engineering
- Aviation safety
- Quality Assurance management and engineering
- Aircraft maintenance
- Pilots
- FAA IA's (inspection Authorization)
- Aircraft test and manufacturing
- Experimental Flight test
- Restricted Airspace management
- Operations planning and scheduling
- Project Management
- And more....



Why We Do it

- Airports are closing at a rapid rate....
 - Lack of funding
 - Lack of experienced personnel to Manage
 - Land use justified for other purposes other than aviation
 - Lack of understanding about how the airport helps the community
 - Liability concerns



What are we doing for you?

Current contract is for basic airport management...

- Includes remote airport manager
- Diverse team of consultant aviation professionals...
- Represents the airport for any local, state and federal compliance concerns
- Works with and supports City-employed airport staff for daily operations needs.
- Developed standard operations procedures and checklists to maintain and operate the airport.
- Available 24/7 by phone for any issues and available for any emergency situations.
- Plan the future of the airport through an effort of analyzing the airports strengths and capitalizing on those strengths.
- Represents the airport with ZERO Conflicts of interest.



Accomplishments thus far...

Improvements over the last couple years have met and exceeded expectations..

- Our target of tripling fuel sales over previous years was met and exceeded.
- Fuel pricing adjustments and pricing methodology has maintained the appropriate profitability to assist the airport in reaching the break – Even point.
- We have received approximately \$1.5 million in federal and state grant money to include 1.13 million in Discretionary funding for airport grounds improvements and a complete new tractor setup with large implements.
- We have re-Partnered with the military in El paso and Albuquerque to provide a facility that they can Utilize for training and have hosted the air cavalry for multiple day training exercises.
- We have proven ourselves (again) to med-Evac companies who in the past had not used the facility due to various reasons including poor customer service, lack of trust in fuel products, and FOD concerns.
- Supported Fire services for the Black fire and Discovered a new use for the airport....



The Future...

Working on our future is important and we are excited about it!

- Working With Delta Engineering to complete the design and construction efforts for the already planned projects and beyond.
- Completing a completely revised airport master plan.
- Expand airports ability to support fire, Military, Med-evac, and police air operations. We hope to become the permanent home of both Government and private entities in these sectors.
- Expand the quality of, and capacity of our General Aviation facilities as well as the amenities available to our tenants Leveraging some of the success we will see from supporting the previously mentioned groups.



THANK YOU!



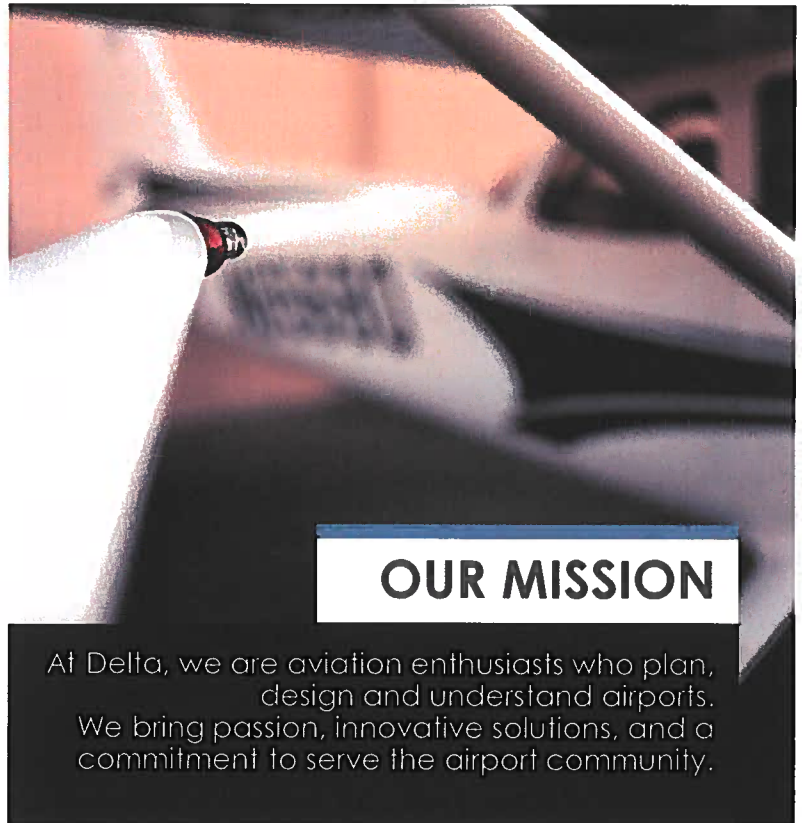
**DELTA AIRPORT
CONSULTANTS, INC.**

Presentation to the
Truth or Consequences City Council
February 22, 2023



AIRPORT CONSULTING. IT'S ALL WE DO.

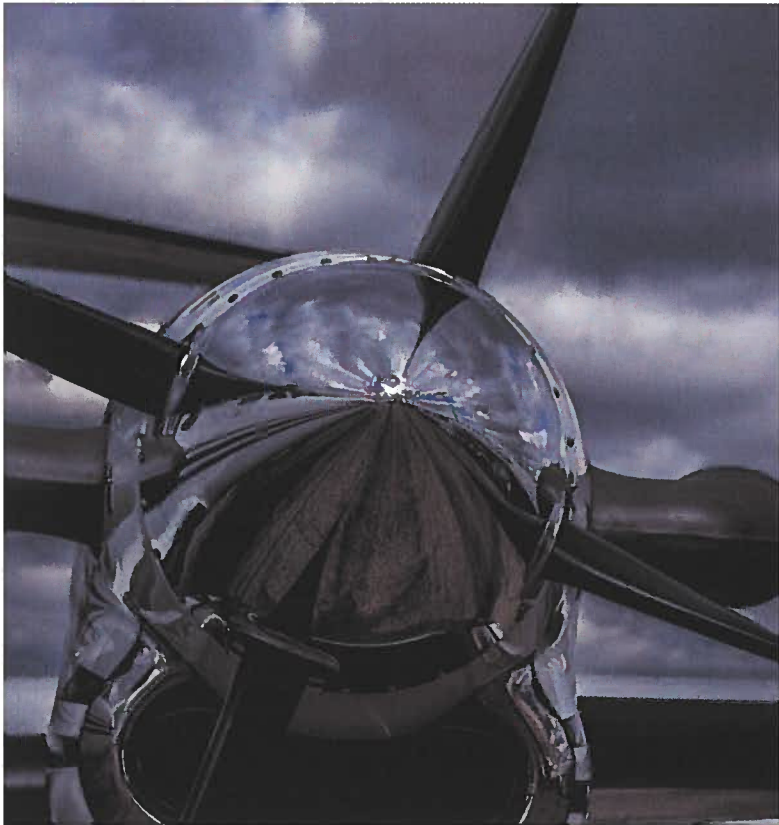
- Established in 1978
- Industry Engagement & Commitment
- Long-Tenured Leadership
- Long-Term Client Relationships
- Dedicated to Customer Service



OUR MISSION

At Delta, we are aviation enthusiasts who plan, design and understand airports. We bring passion, innovative solutions, and a commitment to serve the airport community.





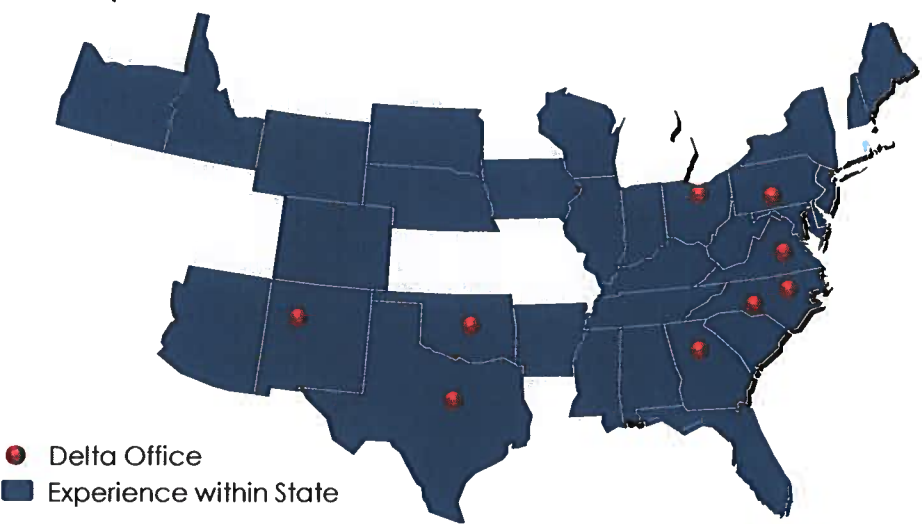
OUR SERVICES

General Aviation. Commercial Service. Military Airfields.

- Planning
- Engineering
- Environmental
- Program Management
- Construction Administration
- Business and Financial Services



NATIONAL EXPERIENCE



9 Offices:

- Richmond, VA – HQ
- Charlotte, NC
- Raleigh, NC
- Harrisburg, PA
- Cleveland, OH
- Oklahoma City, OK
- Albuquerque, NM
- Atlanta, GA
- Fl. Worth, TX



75 Clients



Experience Nationwide



PROJECT MANAGEMENT TEAM



Kenneth W. Moody, P.E., C.M.
PRINCIPAL-IN-CHARGE



Matthew I. Ranck, P.E., CFM, C.M.
PROJECT MANAGER



Cheryl A. Rodriguez, C.M.
FACILITY MANAGER



Cindy L. Chavez
PROJECT ASSISTANT

DESIGN & CONSTRUCTION SERVICES TEAM



Tracy J. Saunders, P.E., C.M.



Reid S. Yerigan, P.E.



Steven R. Hart, P.E., C.M.

PLANNING & ENVIRONMENTAL SERVICES TEAM



L. William Kelly, C.M.



Mary Ashburn Pearson, AICP, C.M.



David J. Leech, P.E.

Supported by Design Engineers, CAD Technicians and
other support personnel



AIRPORT BUSINESS PLAN

REHABILITATE RUNWAY 13-31, T-HANGAR
TAXILANES, TAXIWAY B, AND APRON

2014

2015

2016

2017

PAVEMENT MAINTENANCE

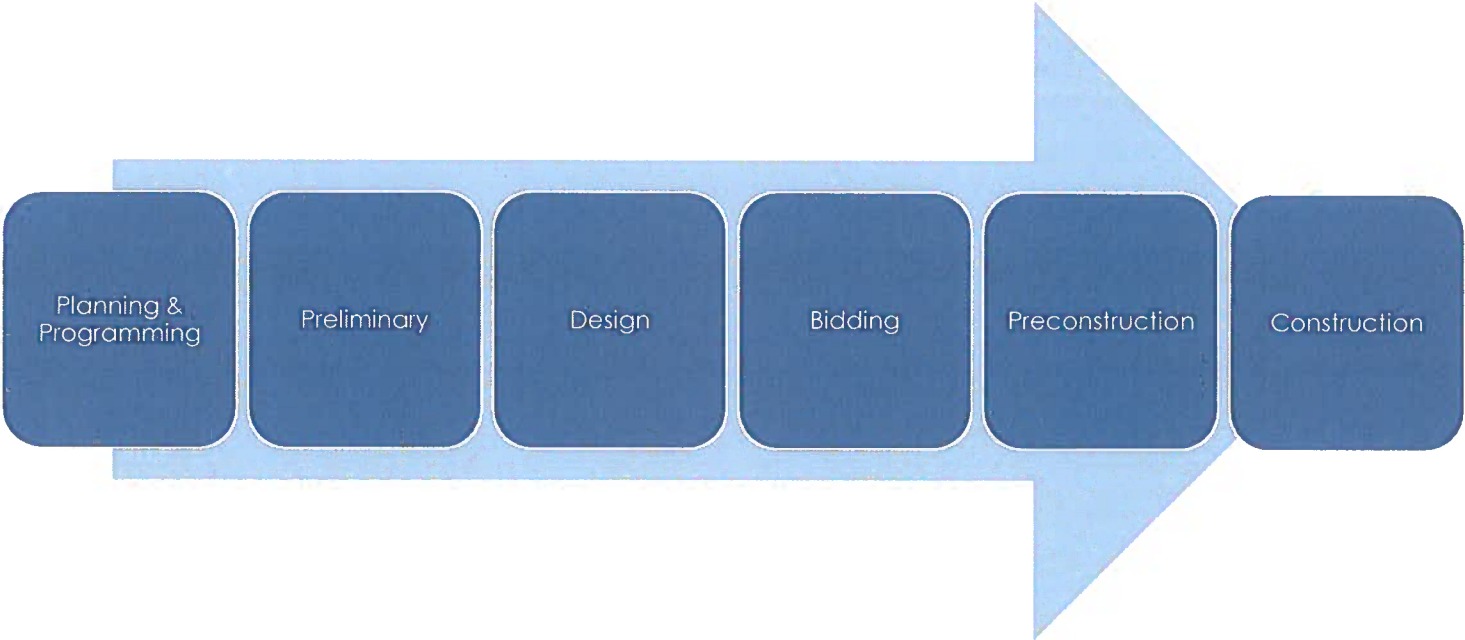
FUEL FARM



HISTORY AT TCS



OUR ROLE



OUR ROLE

Planning &
Programming

Funding and phasing analysis and coordination
Environmental Assessment and FONSI implementation/program development
Environmental agency coordination
Land/easement acquisition (RPZ, borrow source, obstruction removal)
Instrument approach procedure coordination

Construction



OUR ROLE

Planning &
Programming

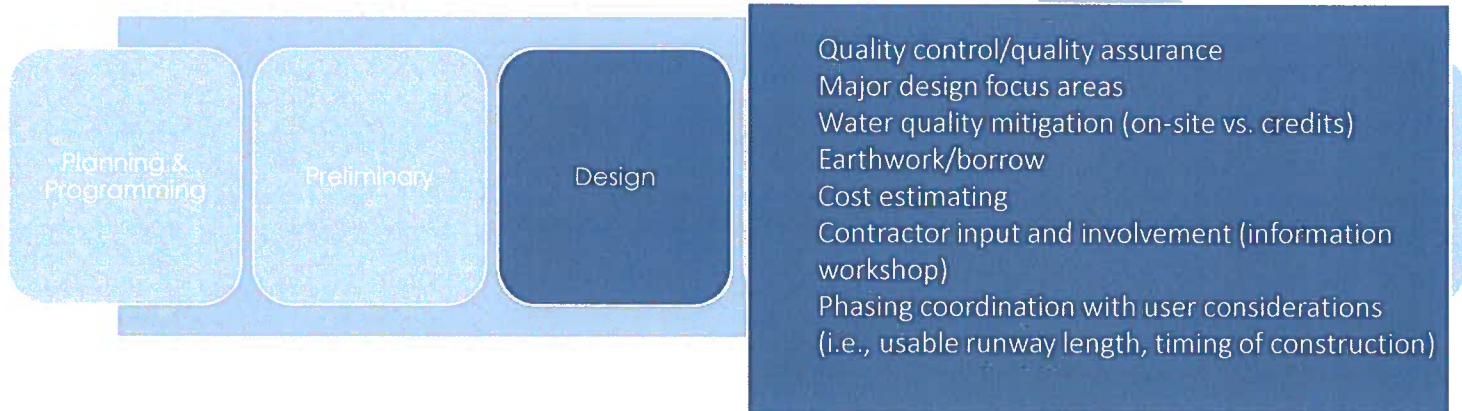
Preliminary

Section 163 coordination
Program and project scope development
Program budget development/review
Coordinate with funding and other agencies
Develop alternate designs
Develop value engineering concepts
Utility coordination (power, telephone, and gas line)
Earthwork/borrow determination
Facilitating future development
FAA/NMDOT/CITY coordination

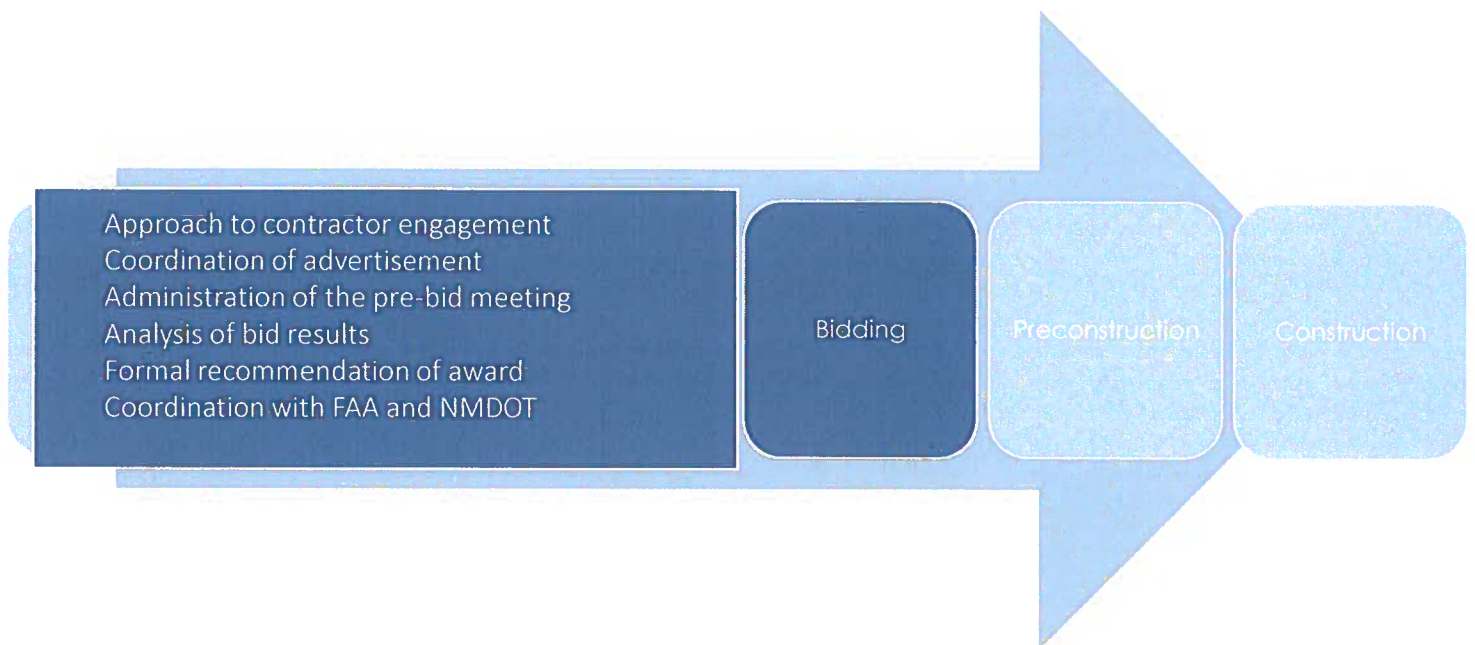
Construction



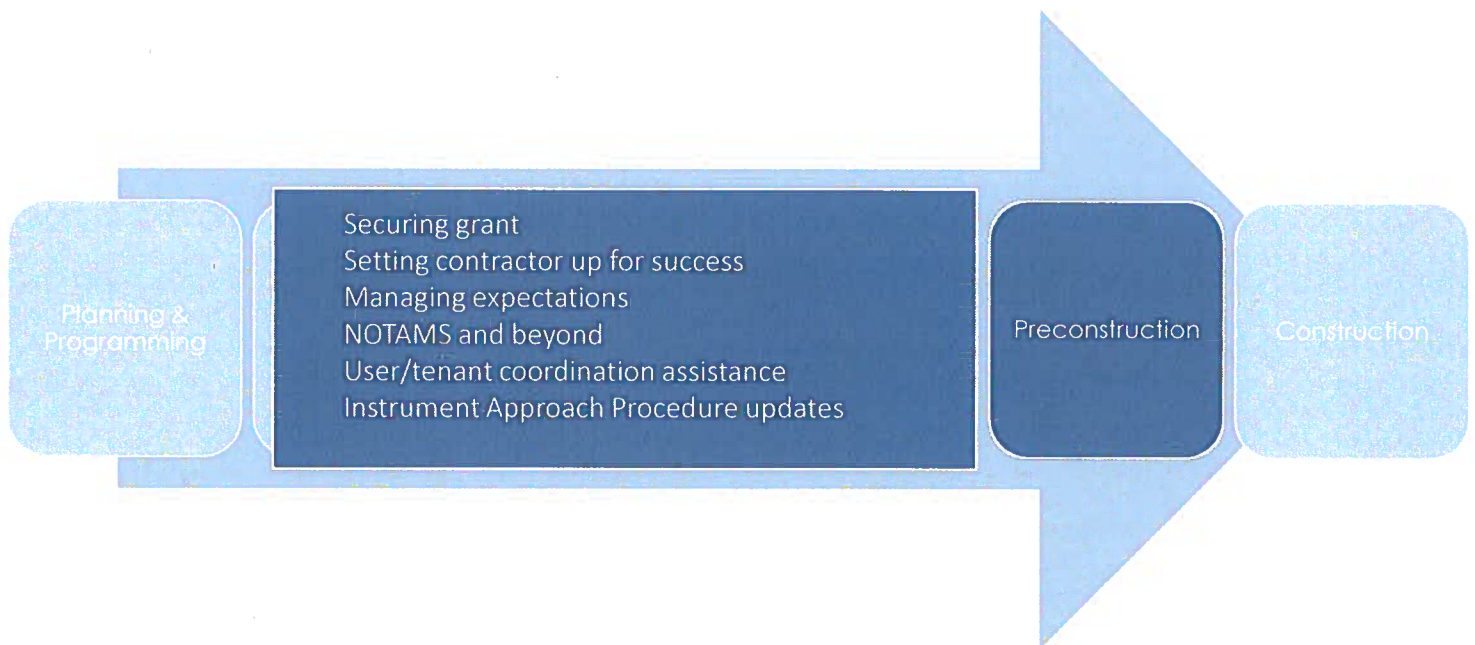
OUR ROLE



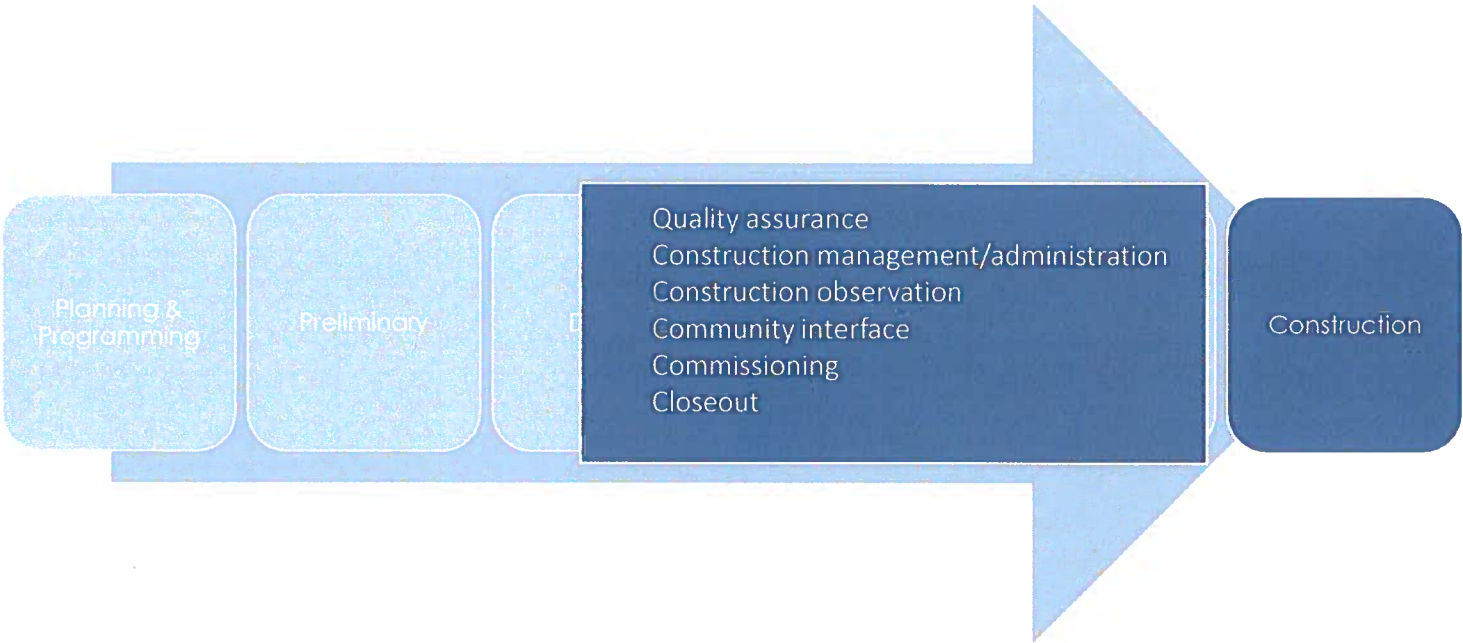
OUR ROLE



OUR ROLE



OUR ROLE



CIP AND PROJECT REVIEW

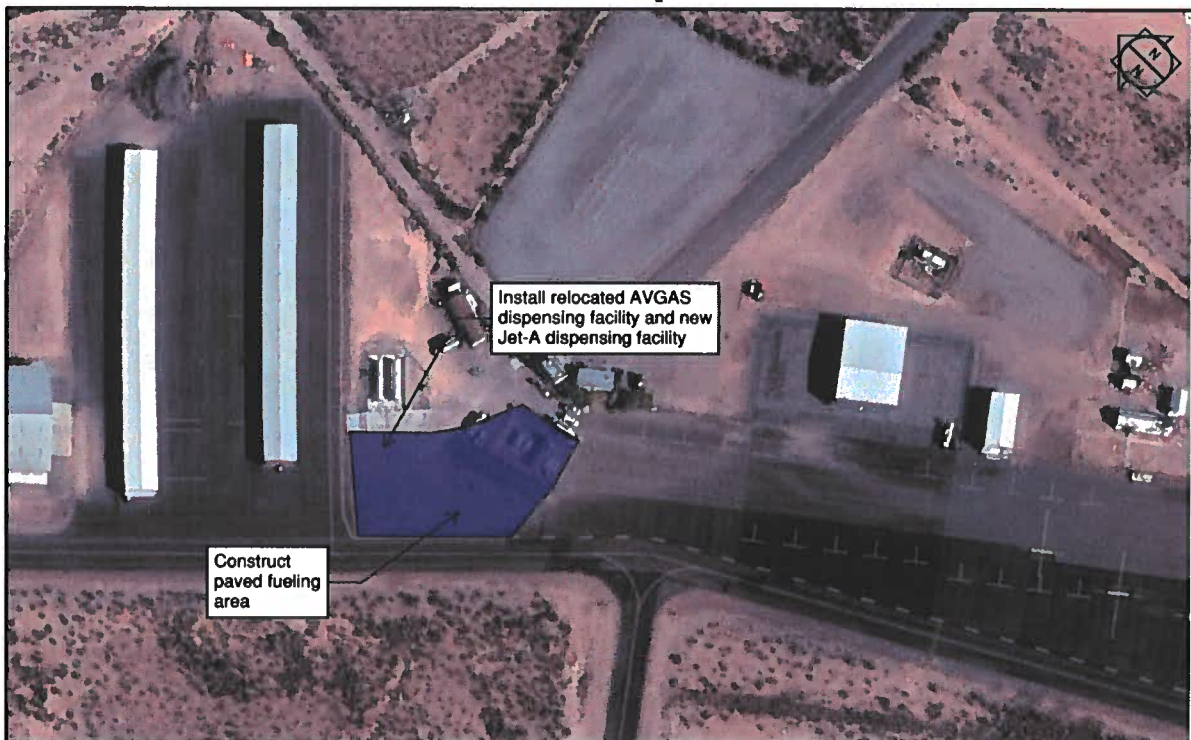
- Rehabilitate Terminal Apron (FY23)
- Fuel Farm Improvements (FY23)
- Rehabilitate Airfield Lighting (FY24/25)
- Rehabilitate Taxiway A (FY26)

Airport Name (LOC ID): ST. Truth or Consequences Municipal Airport Capital Improvement Plan (CIP)										CIP START YEAR: 2023	
2020 NPE (Expires FY23) \$91,690 2021 NPE (Expires FY24) \$190,000 2022 NPE (Expires FY25) \$190,000 Estimated NPE (for planning through 2027)										\$110,000 2022 AIG (Expires FY25) \$110,000 2023 AIG (for planning through 2028)	
Fed FY	Available	Funding Source	ODO Project Component/Phase	Estimated Cost	NPE	AIG	Additional AIP	Other	Match		
2023	\$391,690	\$228,000	Rehabilitate Fuel Farm Pump/Construct New Apron/Rehabilitate Terminal Apron (Design / Bidding / Construction Administration) (Est MAGRT is included, Using FY22 State Grant)	\$470,000				\$470,000			
			Rehabilitate Fuel Farm Pump/Construct New Apron/Rehabilitate Terminal Apron (Construction) (Est MAGRT is included, Using FY22 State Grant)	\$530,000			\$530,000				
			Rehabilitate Fuel Farm Pump/Construct New Apron/Rehabilitate Terminal Apron (Construction, Est MAGRT is included)	\$244,445		\$220,000		\$24,445			
			Construct New Apron/Rehabilitate Terminal Apron (Construction, Est MAGRT is included)	\$775,555	\$391,690		\$308,310	\$77,555			
			State Maintenance Grant	\$20,000			\$20,000	\$2,000			
	\$1	\$110,000	2023 Annual Subtotal:	\$2,043,690	\$391,690	\$220,000	\$308,310	\$1,829,000	\$194,690		
2024	\$190,001	\$110,000	Rehabilitate Runway Lighting & Signage System (Design / Bidding)	\$168,887	\$190,000				\$16,887		
			Barb Carryover FY24 BL								
			2024 Annual Subtotal:	\$168,887	\$190,000			\$16,887			
2025	\$190,001	\$228,000	Barb Carryover FY25 BL								
			Rehabilitate Runway Lighting & Signage System (Construction / Construction Administration)	\$1,245,000	\$190,001		\$970,499	\$124,500			
			State Maintenance Grant	\$22,000			\$20,000	\$2,000			
			2025 Annual Subtotal:	\$1,267,000	\$190,001		\$970,499	\$126,500			
			BL Project YAO	\$22,000		\$20,000	\$2,000				
2026	\$190,000	\$330,000	Rehabilitate TW A (Pavement Preparation) (Design / Bidding, Includes est MAGRT)	\$75,000	\$67,500			\$7,500			
			2026 Annual Subtotal:	\$441,887	\$67,500	\$330,000		\$44,387			
			Rehabilitate TW A (Pavement Preparation) (Construction / Construction Administration) (Includes est MAGRT)	\$540,000	\$232,500		\$253,500	\$54,000			
2027	\$232,500		Rehabilitate TW A (Pavement Preparation) (Construction / Construction Administration) (Includes est MAGRT)	\$168,887			\$150,000	\$18,887			
			Construct Taxiway Lighting System (Design/Bidding/Construction/Construction Administration) (Includes est MAGRT)	\$1,200,000			\$1,080,000	\$120,000			
			State Maintenance Grant	\$22,000			\$20,000	\$2,000			
			2027 Annual Subtotal:	\$1,390,887	\$232,500		\$1,483,500	\$38,887			
			2027 CIP Totals:	\$5,845,091	\$391,690	\$550,000		\$1,585,890	\$192,000		

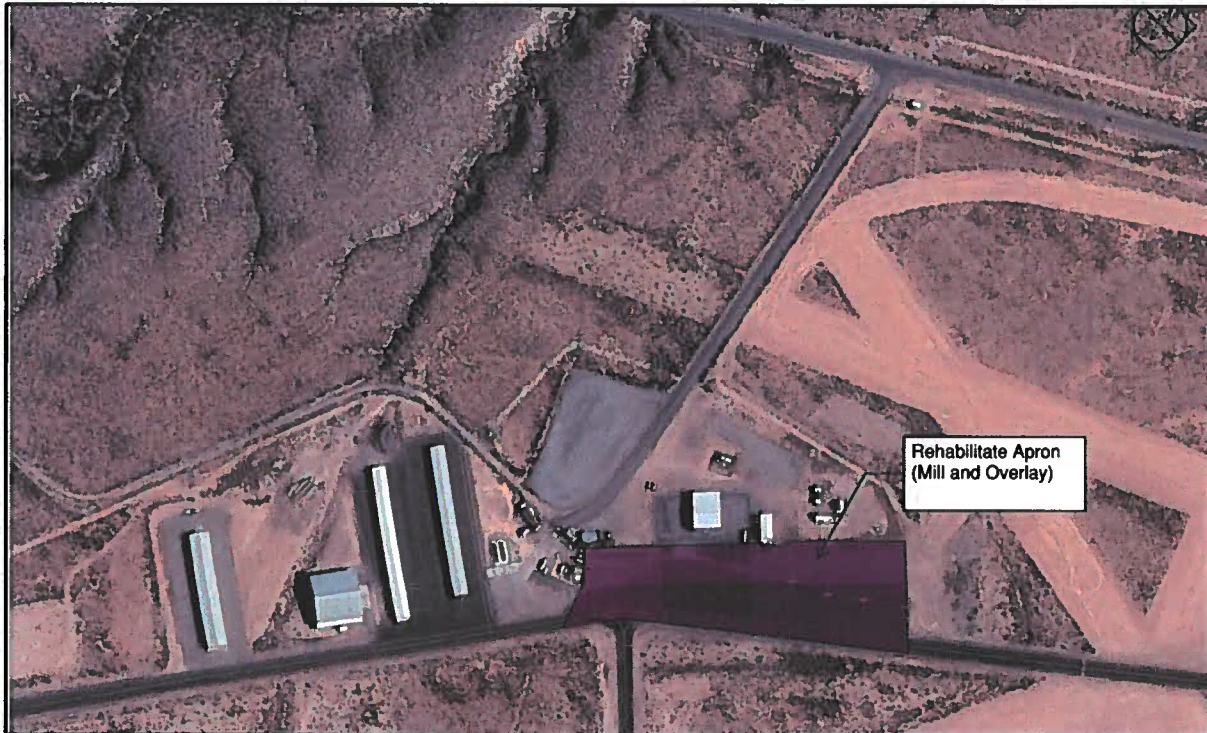
SPONSOR SIGNATURE:  DATE: 09/29/22



Fuel Farm Improvements



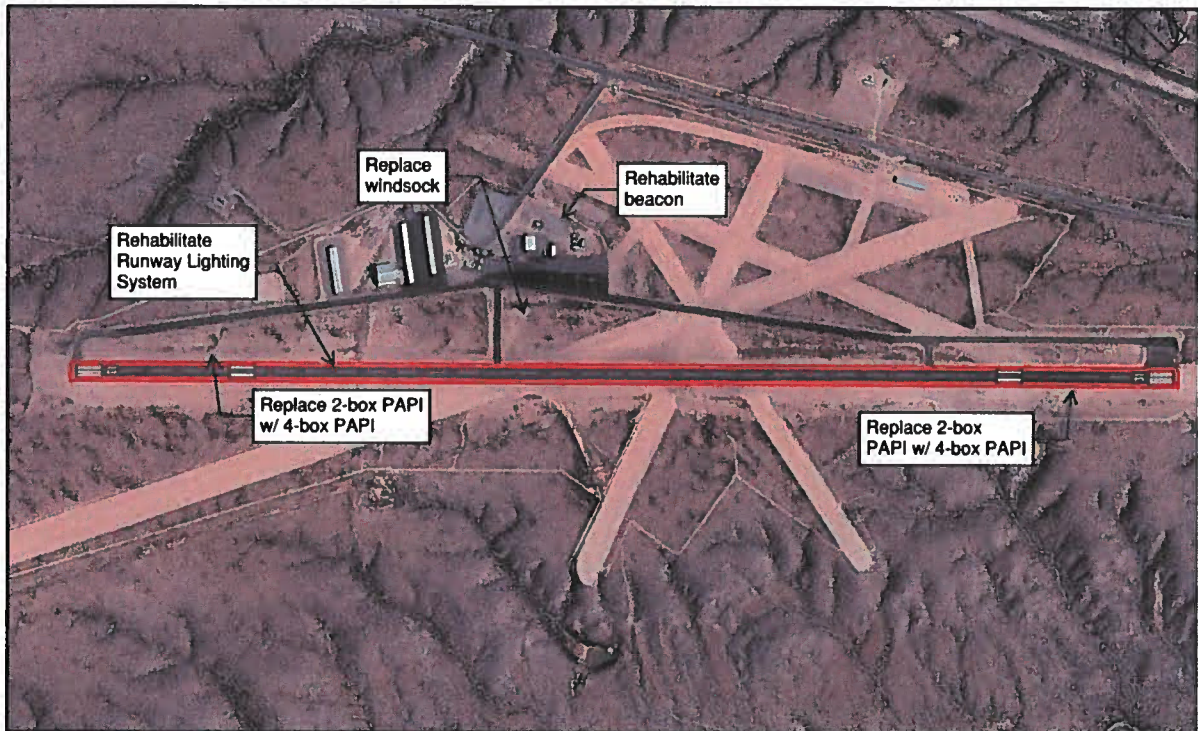
Rehabilitate Terminal Apron



Rehabilitate Apron
(Mill and Overlay)

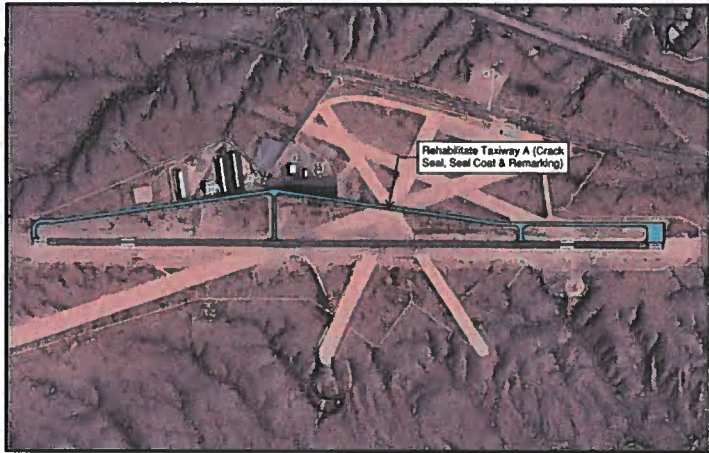


Rehabilitate Airfield Lighting

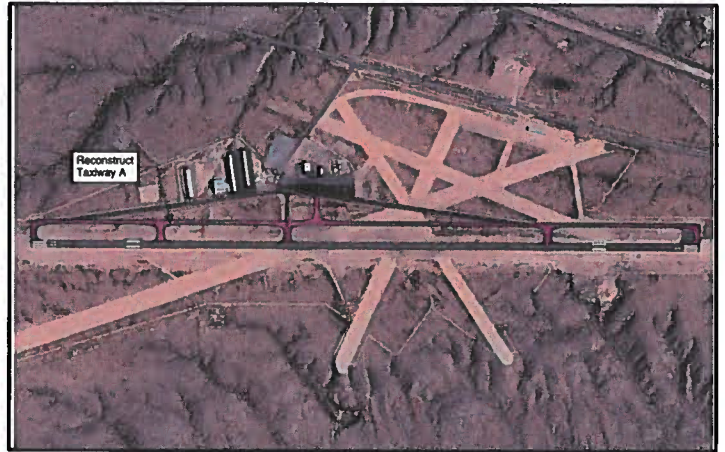


Taxiway A

Pavement Preservation



Reconstruction





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: F.2

SUBJECT: City Commission Special Executive Minutes, February 24, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: March 3, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

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 3-8-2023

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
FRIDAY, FEBRUARY 24, 2023

A. CALL TO ORDER:

The meeting was called to order by Mayor Amanda Forrister at 10:00 a.m., who presided and Angela A. Torres, City Clerk, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

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

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

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

C. EXECUTIVE SESSION:

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

Mayor Forrister moved to approve going into executive session at 10:01 a.m. to discuss Limited Personnel Matters (City Manager Interviews) *Pursuant to 10-15-1(H.2)*. Mayor Pro-Tem Hechler seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Forrister reconvened the meeting in open session at 2:14 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.

**D. ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION, if any.
ADJOURNMENT:**

No action was taken.

CITY COMMISSION FEBRUARY 24, 2023 SPECIAL EXECUTIVE MEETING MINUTES

E. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 2:15 p.m.

Passed and Approved this 8th day of May, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: F.3

SUBJECT: Acknowledge Regular Public Arts Board Minutes, January 10, 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: March 3, 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 3-3-23

City of Truth or Consequences

405 W. Third

Truth or Consequences, New Mexico 87901

Phone: 575-894-6673 Fax: 575-894-7767

PUBLIC ARTS ADVISORY BOARD REGULAR MEETING MINUTES Tuesday, January 10, 2023 at 4:00 p.m.

ROLL CALL:

Sid Bryan, Tourism - Chairman
Cary "Jagger" Gustin, Sierra Arts Council – Vice-Chairman
Eduardo Alicea, Art Representative
Andy Underwood, Business Community
Suzanne Carlstedt, Member

A. APPROVAL OF THE AGENDA:

1. January 10, 2023

Vice-Chairman Gustin made a motion to amend the agenda under New Business and added some attachments for the agenda.

D2. Fountain Site Sketch

D3. Available Funds Update

D4. State of New Mexico Economic Development Department Possible Grant for work on City owned sculpture, Reed Rocket

Member Carlstedt made a motion to approve the agenda with the amendments.

Member Alicea seconded the motion.

Motion carried.

B. APPROVAL OF MINUTES:

1. July 19, 2022 Meeting

Member Underwood made a motion to approve the minutes.

Member Alicea seconded the motion.

Motion carried.

C. COMMENTS FROM THE PUBLIC:

No Comments.

D. NEW BUSINESS:

1. Discussion/Action: Well drilling estimates for City owned fountain on Main Street, Cary 'Jagger' Gustin

a) Rainmaker Drilling Company

Vice-Chairman Gustin advised the board to look at the handout he provided with the estimate from Rainmaker Drilling, LLC; they gave an estimate of \$19,473.99 that was submitted on

February 24, 2022. It seems to be a complete bid with the electrical and all of the hookups and the valves that are needed to have a turn-key situation at the fountain.

Member Carlstedt asked the board if they should get a new estimate due to the one being almost a year old.

Vice-Chairman Gustin stated that he thinks they should wait and see what Mr. Mauldon gives as an estimate for the work.

Member Underwood stated that they should get the quote done soon so that they can compare the estimates and make their decision.

Vice-Chairman Gustin agreed to contact Rainmaker to get an updated invoice.

Member Carlstedt made a motion to ask Jagger to contact Rainmaker for an update on their estimate.

Member Alicea seconded the motion.

Motion carried.

b) Maverick Drilling Company

Vice-Chairman Gustin again advised the board to refer to the handout that he provided for the estimate for Maverick Drilling Company; they gave an estimate of \$20,849.14 that was submitted on December 2, 2022. It does not include some of the work that will be needed; does not include electrical or plumbing.

Member Underwood has been in contact with Mauldon Drilling and they are the premier drilling company in our area. He is interested in giving an estimate so they have chosen to wait on his estimate before making a decision. He went on to explain that Rainmaker included a lot more work in their lower estimate than what Maverick Drilling did. Rainmaker is more cost effective and they will get more out of the deal than with Maverick.

2. Discussion/Update: Fountain Site Sketch, Cary 'Jagger' Gustin

Vice-Chairman Gustin gave the members of the board a Google Map of the City property that encompasses the fountain. He went on to explain that they would need to commission Mr. Senn to do a survey and show them where the points are.

Member Carlstedt asked how much a survey would cost and if they should go ahead and order it.

Vice-Chairman Gustin stated that they would need the survey done before they could start drilling.

Member Underwood stated that if he had to guess it would cost around \$600. He stated that since they are waiting on the estimate from Mr. Mauldon, they should go ahead and get the survey done regardless.

Chairman Bryan agreed \$600-\$800.

Vice-Chairman Gustin asked for this item to be moved to the next agenda so that they are able to make a motion. He went on to say that he would check with the County Assessors Office to see if there is already a survey on record.

3. Discussion/Update: Available Funds Update, Cary 'Jagger' Gustin

Vice-Chairman Gustin advised the board to look at another page that he was given by Kristie Wilson, Finance Director; According to the report that she gave, they have \$9,014 in their account. He doesn't think that this amount is correct; it is the same amount from a year ago. City Manager Swingle stated that they should have the available funds from last year and whatever was allocated for this year.

Vice-Chairman Gustin stated that the Sierra County Arts Council has a Public Art Fund to use for this project \$3,957.67. The Lodgers Tax Advisory Board, that he appeared before a few months ago, has agreed to give an additional \$15,000 if it's needed. The total that they could utilize is \$27,971.67. The figure from the Finance Department is not an accurate amount that's available; he suspects that there is more with the new funding cycle.

4. Discussion /Update: State of New Mexico Economic Development Department Possible Grant for work on City owned sculpture, Reed Rocket, Cary 'Jagger' Gustin

Vice-Chairman Gustin stated that he has been searching for grants for this project. The New Mexico Economic Development Department has just released their slew of grants that are available for the year. There is an outdoor recreation trail grant that's eligible; applicants are municipalities and non-profits. He went on to explain what the requirements are in order to receive the grant. He wants permission to go after the grant in order to apply for funds to work on the Reed Rocket project. It needs some engineering and welding work. Ideally, he is thinking that some of them can be set up at Rotary Park because of all of the nature and such that is already there and use the remaining for the Foch Street project.

Deputy Clerk Gabaldon advised the board that they are unable to make a motion on this item as it was not on the original agenda; they can add it to the next agenda for them to make a motion.

E. REPORTS FROM THE BOARD:

Nothing to report.

F. REPORTS FROM STAFF:

Nothing to report.

G. SET TIME, PLACE AND DATE FOR NEXT MEETING:

(Traditionally meets quarterly on the 3rd Tuesday of the month at 4:00 PM. However, regular meetings can be scheduled as needed.)

The board agreed to meet on February 21, 2023 at 4pm.

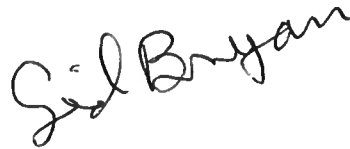
H. ADJOURN

Member Carlstedt made a motion to adjourn the meeting.

Member Alicea seconded the motion.

Motion carried.

There being no further business, Chairman Bryan adjourned the meeting.

A handwritten signature in black ink that reads "Sid Bryan". The signature is written in a cursive, flowing style.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: F.4

SUBJECT: Acknowledge Regular Recreation Advisory Board Minutes, February 6, 2023.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: March 3, 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 3-3-23

CITY OF TRUTH OR CONSEQUENCES
RECREATION ADVISORY BOARD
MINUTES OF THE REGULAR MEETING
FEBRUARY 6, 2023

CALL TO ORDER: The meeting was called to order at 5:36 p.m. by Chair, Ingo Hoeppner.

ROLL CALL:

Ingo Hoeppner, Chair
David Dawdy, Vice Chair
Jeni Neeley, Secretary
Carole Wheeler, Board Member - ABSENT
Alan Hansen-Begg, Board Member

OTHERS IN ATTENDANCE: Sean Barnes, OJ Hechler, Chuck Wentworth, Rick Artman

1. THE PLEDGE OF ALLEGIANCE WAS RECITED.
2. A motion was made by Jeni to table item 5b to the March meeting and accept today's agenda. Motion was seconded by Ingo.
3. The Minutes of the Regular Meeting held January 3, 2023 were approved with a motion by David and seconded by Alan.
4. COMMENTS FROM THE PUBLIC:
Chuck Wentworth commended the City parks department for their efforts. Chuck emphasized to Sean that "you guys are working hard and it shows."
5. NEW BUSINESS:
 - a. *Discussion/Action: Plans for a surveillance system at Dog Park*
Tabled until March 2023 meeting.
 - b. *Discussion/Action: Transformation of basketball courts at Armijo Sports Complex*
Sean stated that the basketball courts at the Armijo sports complex are in "bad shape." The courts need new nets and the surface need to be raised up to prevent flooding. Sean is asking permission to level out the court and convert the area into a parking lot for now, but later seek other purposes in the future. Sean will save what fencing, hoops, poles, and other materials that are still good for possible future use. David suggested donating removed equipment to Hot Springs High School because the high school does not have an outdoor basketball court. David motioned to recommend that Sean and the parks & recreation

department remove the basketball court at the Armijo sports complex and convert the area into an additional parking area. Jeni seconded the motion.

c. Discussion/Action: Dirt/grass work on soccer fields near Armijo Sports Complex

Sean explained the soccer fields are currently undesirable and unsafe to play on. The playing field is uneven, has been overgrown with seeds, and has gopher holes. Sean suggested that the field should be roto-tilled and plowed to level the area and the irrigation system be repaired at this time. Sean would then like to re-seed the field before soccer begins. Jeni motioned to recommend that Sean and his crew to begin the previously mentioned repair work on the soccer fields. David seconded the motion.

6 REPORTS FROM THE BOARD:

Alan announced that the next disc golf tournament will take place March 11 & 12. They will be filming the lead men's and women's cart to showcase the tournament.

Ingo requested that OJ and Sean keep the RAB updated and included with the planning of improvements to Ralph Edwards Park.

Jeni asked about the location of this year's fiesta - Ingo reported that the majority of Fiesta events will be located downtown around the healing waters park.

a. REPORTS FROM STAFF:

Rick mentioned the he is looking in to options to improve the quality of the grass at the course. He also found additional funding that will cover the cost of 18 new disc golf baskets. Once these are installed, T or C Golf Course will be the only facility in thte state of new Mexico with two 18-hole courses! Fiesta golf tournament will take place the weekend before Fiesta. Registration is open online.

Sean reported that he and his crew have been doing fence line clean-up and runoff maintenance at the cemeteries. The waterfall and fountain at the Ralph Edwards pond are operating fully. In the future Sean would like to install a foot bridge to replace rock path between the waterfall and pond. OJ said that he will present the merging of the boards to the City commission at this week's meeting. He is currently waiting on an estimate for the bathroom at Ralph Edwards Park to begin with improvements. OJ also asked to input and design ideas for a new skate park. In the future cornhole and/or horseshoe areas may be introduced to Ralph Edwards park.

Next meeting will take place on March 6th, 2023.

b. ADJOURNMENT:

The meeting was adjourned at 6:24 p.m.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 3, 2023

Agenda Item #: F.5

SUBJECT: February 2023 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: March 3, 2023
SUBMITTED BY: Kristie Wilson, Finance Director
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for February 2023.

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,309,032.50

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

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☐ Other:

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 3-8-2023



Truth or Consequences

Expense Approval Report

By Fund

Payment Dates 2/2/2023 - 2/28/2023

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					
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1001-41226	132.52
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1003-41226	223.91
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1004-41226	258.10
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1006-41226	120.67
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1007-41226	899.46
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1008-41226	76.66
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1009-41226	84.91
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1010-41226	96.74
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1011-41226	319.01
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1012-41226	121.99
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1014-41226	184.52
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	101-1016-41226	204.66
BANK OF AMERICA	01042023	02/03/2023	ONLINE NOTARY CLASS DEANNA...	101-1007-48598	30.00
BANK OF AMERICA	01588	02/03/2023	LAUNDRY DETERGENT	101-1006-44607	27.96
BANK OF AMERICA	01588	02/03/2023	TRASH BAGS	101-1006-44607	54.36
BANK OF AMERICA	01588	02/03/2023	BLEACH	101-1006-44607	71.00
BANK OF AMERICA	01588	02/03/2023	WET MOP REFILL	101-1006-44607	17.94
BANK OF AMERICA	01588	02/03/2023	DRYER SHEETS	101-1006-44607	19.88
BANK OF AMERICA	01588	02/03/2023	DOG BOWLS	101-1006-44607	27.12
XEROX CORP.	017852894	02/03/2023	XEROX METER READS OPEN PO ...	101-1014-43465	33.52
XEROX CORP.	017925690	02/03/2023	XEROX BASE CHARGE/METER U...	101-1001-43465	348.43
XEROX CORP.	017925691/017925689	02/03/2023	BASE CHARGE/METER USAGE - ...	101-1004-43465	535.21
XEROX CORP.	017925693	02/03/2023	BASE CHARGE - METER USAGE ...	101-1007-43465	328.95
XEROX CORP.	017925695/018011165/01801...	02/03/2023	XEROX CHARGE/METER USAGE	101-1040-43465	293.05
XEROX CORP.	017925707	02/03/2023	METER USAGE OPEN PO 22/23	101-1003-43465	330.28
XEROX CORP.	017925709	02/03/2023	BASE CHARGE/METER USAGE FY...	101-1009-43465	219.94
BANK OF AMERICA	02590	02/03/2023	FUNDRAISER SUPPLIES	101-1006-44607	318.01
NEW MEXICO GAS COMPANY, I...	1/19/23	02/03/2023	GAS BILLS/GENERAL FY 22-23	101-1018-43780	6,594.14
NEW MEXICO GAS COMPANY, I...	1/19/23	02/03/2023	GAS BILLS/ANIMAL SHELTER FY ...	101-1018-43780	643.13
NEW MEXICO GAS COMPANY, I...	1/19/23	02/03/2023	GAS BILLS/NM WORKFORCE C...	101-1018-43780	190.18
MIDWEST MOTOR SUPPLY CO	100679518	02/03/2023	TORQ CB NFSCA	101-1012-44607	143.88
MANANA	101.23	02/03/2023	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
NM EDGE	10921	02/03/2023	3RD TIME RECERT CLASSES FOR...	101-1003-42720	150.00
BANK OF AMERICA	11023	02/03/2023	TAX	101-1003-43770	12.75
BANK OF AMERICA	11023	02/03/2023	1 YEAR SUBSCRIPTION-ZOOM P...	101-1003-43770	149.90
BANK OF AMERICA	1112023	02/03/2023	DRINKS AND SNACKS FOR CO...	101-1000-44606	31.52
BANK OF AMERICA	12292022	02/03/2023	POST OFFICE BOX RENEWAL	101-1002-43735	130.00
BANK OF AMERICA	12292022	02/03/2023	POSTAGE	101-1002-43735	4.00
BANK OF AMERICA	12292022	02/03/2023	ROLL POSTAGE FOREVER STAM...	101-1002-43735	56.00
BANK OF AMERICA	12292022-2	02/03/2023	SHADOW BOX DISPLAY CASE	101-1002-44606	112.71
SIERRA VISTA HOSPITAL / SIERR...	12312022	02/03/2023	GRT DISTRIBUTION FY 22/23 OP...	101-1017-48599	34,768.93
JAIME F. RUBIN, LLC	13123	02/03/2023	GRT	101-1000-43597	537.20
JAIME F. RUBIN, LLC	13123	02/03/2023	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	6,423.32
AMAZON CAPITAL SERVICES, IN...	1HWG-NGVT-4JMH	02/03/2023	AOS MGR-25-9-2PK	101-1010-44606	253.71

Expense Approval Report

Payment Dates: 2/2/2023 - 2/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, IN...	1HWG-NGVT-4JMH	02/03/2023	AOS MGR-37-9-2PK	101-1010-44606	204.92
TDS	2/2/23	02/03/2023	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,707.84
STANTEC CONSULTING SERVICE...	2035909	02/03/2023	SILVER CITY NMGR @ 8.2375%	101-1010-48598	297.37
STANTEC CONSULTING SERVICE...	2035909	02/03/2023	DEVELOPMENT REVIEW 524 W...	101-1010-48598	3,610.00
STANTEC CONSULTING SERVICE...	2035909-2	02/03/2023	SILVER CITY NMGR @ 8.2375%	101-1010-48598	164.14
STANTEC CONSULTING SERVICE...	2035909-2	02/03/2023	DEVELOPMENT REVIEW 1014 N...	101-1010-48598	1,971.00
BANK OF AMERICA	2353404973	02/03/2023	ANNUAL SUBSCRIPTION FOR A...	101-1010-44606	260.27
CIVICPLUS, LLC	253366	02/03/2023	OPEN PO FOR FY 22/23	101-1001-43740	1,889.00
QUILL CORPORATION	30075746/30261156	02/03/2023	STAMP INK REFILL	101-1003-44606	3.41
QUILL CORPORATION	30075746/30261156	02/03/2023	DATE STAMP	101-1003-44606	19.16
QUILL CORPORATION	30075746/30261156	02/03/2023	MESSAGE BOOK	101-1010-44606	63.32
SILVERSKY, INC.	473033-SI	02/03/2023	EMAIL SERVICE OPEN PO FY22/...	101-1018-43815	234.17
SIERRA AUTO/CARQUEST	529308	02/03/2023	BRAKE PADS	101-1007-47420	48.81
SIERRA AUTO/CARQUEST	529308	02/03/2023	PAINTED ROTOR	101-1007-47420	196.96
SIERRA AUTO/CARQUEST	529308	02/03/2023	PAINTED ROTOR	101-1007-47420	125.06
SIERRA AUTO/CARQUEST	529308	02/03/2023	BRAKE PADS	101-1007-47420	48.26
SIERRA AUTO/CARQUEST	529553	02/03/2023	BREAK PADS	101-1007-47420	48.81
SIERRA AUTO/CARQUEST	529553	02/03/2023	PAINTED ROTOR	101-1007-47420	196.96
SIERRA AUTO/CARQUEST	529553	02/03/2023	PAINTED ROTOR	101-1007-47420	125.06
SIERRA AUTO/CARQUEST	529553	02/03/2023	BREAK PAD FRONTLINE SD	101-1007-47420	42.86
SIERRA AUTO/CARQUEST	530505	02/03/2023	AIR FILTER	101-1007-47420	9.75
SIERRA AUTO/CARQUEST	6016-308371	02/03/2023	INLINE TURBINE METER	101-1012-44607	240.20
SIERRA AUTO/CARQUEST	6016-308372	02/03/2023	LUBE SPIN-ON	101-1014-47420	5.04
SIERRA AUTO/CARQUEST	6016-308372	02/03/2023	OIL 0W40	101-1014-47420	53.06
SIERRA AUTO/CARQUEST	6016-308372	02/03/2023	AIR FILTER	101-1014-47420	25.27
SIERRA AUTO/CARQUEST	6016-308373	02/03/2023	MINI BULB- LONG LIFE	101-1012-44607	23.95
SIERRA AUTO/CARQUEST	6016-308417	02/03/2023	DEWLAT 20V GRINDER WITH 2 ...	101-1009-44613	461.88
SIERRA AUTO/CARQUEST	6016-308941	02/03/2023	CARAGE BOLT	101-1012-44607	23.94
SIERRA AUTO/CARQUEST	6016-308941	02/03/2023	HEX NUT	101-1012-44607	1.98
SIERRA AUTO/CARQUEST	6016-308942	02/03/2023	XBO ORING KIT SAE	101-1012-44607	14.99
SIERRA AUTO/CARQUEST	6016-308942	02/03/2023	ORING KIT METRIC	101-1012-44607	14.99
SIERRA AUTO/CARQUEST	6016-308944	02/03/2023	EPOXIE	101-1012-44607	4.59
SIERRA AUTO/CARQUEST	6016-308944	02/03/2023	JB KWIK	101-1012-44607	7.05
SIERRA AUTO/CARQUEST	6016-309010	02/03/2023	COUPLING	101-1012-44607	22.86
SIERRA AUTO/CARQUEST	6016-309010	02/03/2023	GLADHAND	101-1012-44607	12.72
SIERRA AUTO/CARQUEST	6016-309010	02/03/2023	COUPLINGS	101-1012-44607	10.50
SIERRA AUTO/CARQUEST	6016-309010	02/03/2023	GLADHAND	101-1012-44607	12.72
SIERRA AUTO/CARQUEST	6016-309294	02/03/2023	XBO 6MM1	101-1012-44607	6.99
SIERRA AUTO/CARQUEST	6016-309294	02/03/2023	SCREW SET	101-1012-44607	10.02
SIERRA AUTO/CARQUEST	6016-309294	02/03/2023	BOLT	101-1012-44607	0.27
SIERRA AUTO/CARQUEST	6016-309294	02/03/2023	WASHR SPLT LCK M10	101-1012-44607	0.20
SIERRA AUTO/CARQUEST	6016-309295	02/03/2023	BERNZ MAP PRO	101-1012-44607	59.97
SIERRA AUTO/CARQUEST	6016-309295	02/03/2023	BRASS TORCH	101-1012-44607	32.99
SIERRA AUTO/CARQUEST	6016-309300	02/03/2023	LOCKNUT WR 3 3/4	101-1012-44607	49.99
SIERRA AUTO/CARQUEST	6016-309304	02/03/2023	OIL SEAL	101-1012-44607	80.00
SIERRA AUTO/CARQUEST	6016-309304	02/03/2023	HOOK AND PICK SET	101-1012-44607	50.54
ARENAS VALLEY ANIMAL CLINIC...	75255/75273/75393/74647/74...	02/03/2023	VET SERVICES	101-1006-48598	976.60
KING'S LOCKSMITH	89127	02/03/2023	RE KEY DEADBOLTS	101-1009-44607	50.00
TALON SEPTIC & POTTY SERVICE	122/1127	02/03/2023	RENTAL OF PORTABLE TOILETS ...	101-1009-43465	2,000.00
BORDER INTERNATIONAL TRUC...	X400087814-01	02/03/2023	AIR FILTER 400X MGA 46935	101-1012-44607	203.64
BORDER INTERNATIONAL TRUC...	X400087814-01	02/03/2023	FILTER, AIR FILTER, PAC 400DAF...	101-1012-44607	215.88
BORDER INTERNATIONAL TRUC...	X400087814-01	02/03/2023	FILTER FUEL SPIN ON	101-1012-44607	128.20
BORDER INTERNATIONAL TRUC...	X400087814-01	02/03/2023	L/O FILTER LUBE OIL	101-1012-44607	114.08
BORDER INTERNATIONAL TRUC...	X400087814-01	02/03/2023	FUEL FILTER 400D/FF5418	101-1012-44607	98.08
BORDER INTERNATIONAL TRUC...	X400087814-01	02/03/2023	AIR FILTER 400D AF26203	101-1012-44607	71.82
BORDER INTERNATIONAL TRUC...	X400087814-01	02/03/2023	AIR FILTER 400D AF27910	101-1012-44607	52.28
BORDER INTERNATIONAL TRUC...	X400087814-01	02/03/2023	400X WL10050 OIL FILTER	101-1012-44607	45.24
SIERRA COUNTY ROCK & GEM ...	02072023	02/08/2023	SECURITY DEP. REFUND @ CIVIC..	101-1099-34348	250.00
MIKE TORRES DBA CD TECHNO...	1006	02/08/2023	IT SERVICES AUGUST 1,2022 TO ..	101-1018-48598	903.14
COPPLER LAW FIRM, P.C.	11828	02/08/2023	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	132.68

Expense Approval Report

Payment Dates: 2/2/2023 - 2/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BRADY INDUSTRIES, LLC	778636	02/08/2023	LYSOL LEMON WIPES CASE	101-1014-44607	440.00
BRADY INDUSTRIES, LLC	778636	02/08/2023	TOILET PAPER	101-1014-44607	618.90
ALBUQUERQUE PUBLISHING CO	I0001562060-0115, 0116, 0117,...	02/08/2023	AD FOR CITY MANAGER, 2X3.25...	101-1004-43740	903.50
TDS	01012023/02012023	02/09/2023	INTERNET SERVICE/PD OPEN PO...	101-1007-43775	315.74
PUBLIC SAFETY PSYCHOLOGICAL...	075-030	02/09/2023	PSYCHOLOGICAL PRE-EMPLOY ...	101-1007-48598	373.84
SIERRA COUNTY SENTINEL	192/248	02/09/2023	HELP WANTED ADS FY22-23- O...	101-1004-43740	519.72
SIERRA COUNTY SENTINEL	228	02/09/2023	LEGA AD	101-1004-43740	168.18
SIERRA COUNTY SENTINEL	229	02/09/2023	OPEN PO FOR FY 22/23 PUBLIC...	101-1001-43740	386.00
SIERRA COUNTY SENTINEL	240	02/09/2023	QUARTER PAGE AD PLUS FACE...	101-1006-43740	183.43
BAKER UTILITY SUPPLY CORP.	307251	02/09/2023	BRASS STRAIGHT CPLG 1" GRIP ...	101-1009-44607	90.08
BAKER UTILITY SUPPLY CORP.	307251	02/09/2023	BRASS LF TEE REDUCING 1" x 3/...	101-1009-44607	27.09
RY CONSTRUCTION, LLC	400	02/09/2023	CONCRETE SLAB	101-1009-47415	14,791.02
RY CONSTRUCTION, LLC	400	02/09/2023	FOUNDATION, PLAN & PERMIT...	101-1009-47415	1,029.56
TESTON'S FREEWAY CHEVRON	4658	02/09/2023	OPEN PO FY22/23 FUEL PURCH...	101-1013-43316	136.18
TESTON'S FREEWAY CHEVRON	4659	02/09/2023	UNLEADED FUEL FROM TESTON...	101-1008-43316	39.51
TESTON'S FREEWAY CHEVRON	4666	02/09/2023	TESTOS FUEL/OIL OPEN P.O FY ...	101-1009-43316	384.44
TRANS UNION RISK & ALTERNAT...	485949-202301-1	02/09/2023	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	114.00
SIERRA VISTA HOSPITAL / SIERR...	53298C15467	02/09/2023	COLLECTION FEE FY 22-23 OPEN...	101-1004-48599	473.84
QUEST DIAGNOSTICS, INC.	9202357566	02/09/2023	SCREENING & MRO FEE FY22-23...	101-1004-48599	224.20
TALON SEPTIC & POTTY SERVICE	I334	02/09/2023	RENTAL OF PORTABLE TOILETS ...	101-1009-43465	1,000.00
SAMBA HOLDINGS, INC.	INV01043952	02/09/2023	SAMBA DRIVING REPORTS - NH...	101-1004-48599	13.00
LASTING PAWS PET MEMORIAL ...	LC10391-I-0035	02/09/2023	ANIMAL CREMATIONS	101-1006-48598	826.25
SOUTHWEST AUTOMOTIVE	1336	02/15/2023	R&R FRONT FENDER/LABOR TAX	101-1008-47420	616.76
SOUTHWEST AUTOMOTIVE	1336	02/15/2023	1 LH FENDER HD	101-1008-47420	495.99
SOUTHWEST AUTOMOTIVE	1336	02/15/2023	PAINT AND CLEAR	101-1008-47420	308.56
CITY UTILITIES	2/15/23	02/15/2023	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	2,897.98
ALARM CONTROL TECHNOLOGI...	28089/28090	02/15/2023	FIRE ALARM MONITORING OPE...	101-1014-47410	53.88
MPG SERVICES, LLC	5293	02/15/2023	DRAFT INDUCER MOTOR INSTA...	101-1009-43403	543.48
MPG SERVICES, LLC	5293	02/15/2023	SHIPPING FOR DRAFT INDUCER...	101-1009-43403	40.00
CNA SURETY	02152023	02/16/2023	NOTARY APPLICATION & BOND...	101-1001-43770	50.00
WILSON & COMPANY, INC. ENG...	113461	02/16/2023	LEE BELLE JOHNSON BUILDING...	101-1010-48598	5,927.55
WILSON & COMPANY, INC. ENG...	113461	02/16/2023	NMGRT	101-1010-48598	459.39
WILSON & COMPANY, INC. ENG...	113599	02/16/2023	ON CALL GRANT MANAGEMENT...	101-1010-48598	4,249.61
GOODMAN AG SUPPLY INC	12800L	02/16/2023	HYDRAULIC OIL LINE	101-1009-47420	160.29
GOODMAN AG SUPPLY INC	12800L	02/16/2023	O-RING	101-1009-47420	3.50
SUN VALLEY, INC.	167418/167447/167445/16743...	02/16/2023	OPEN PO FOR FIELD SUPPLIES	101-1009-44607	261.57
AMAZON CAPITAL SERVICES, IN...	1NC4-CKQW-MTHN/1HDG-XK...	02/16/2023	FILING CABINET	101-1006-44606	135.98
AMAZON CAPITAL SERVICES, IN...	1NC4-CKQW-MTHN/1HDG-XK...	02/16/2023	DRAINER STOPPER	101-1006-44606	6.88
BELSON OUTDOORS, LLC	335976	02/16/2023	IN GROUND MOUNT KIT	101-1010-44613	93.00
BELSON OUTDOORS, LLC	335976	02/16/2023	NEWPORT PARK BENCH RECYCL...	101-1010-44613	2,385.88
BELSON OUTDOORS, LLC	335976	02/16/2023	CUSTOM ENGRAVING	101-1010-44613	282.00
GRAINGER, INC.	9592248141	02/16/2023	Ligature Resistant Mirror: 13 in...	101-1009-43403	545.34
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1001-41226	117.96
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1003-41226	223.91
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1004-41226	258.10
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1006-41226	120.67
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1007-41226	867.82
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1008-41226	76.66
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1009-41226	88.06
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1010-41226	96.74
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1011-41226	320.74
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1012-41226	121.99
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1014-41226	177.97
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	101-1016-41226	204.66
SIERRA COUNTY CLERK	02232023	02/24/2023	OPEN PO FOR FY 22-23 RECORD...	101-1001-43740	75.00
SIERRA VISTA HOSPITAL / SIERR...	01312023	02/27/2023	GRT DISTRIBUTION FY 22/23 OP...	101-1017-48599	41,104.38
TURTLEBACK PEST CONTROL, I...	02162023	02/27/2023	TURTLEBACK PEST CONTROL SE...	101-1014-43403	1,075.24
MANANA	102.23	02/27/2023	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00

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COAST TO COAST	131602	02/27/2023	METAL STORAGE BUILDING	101-1009-80805	28,470.75
IWORQ SYSTEMS	199689	02/27/2023	CODE ENFORCEMENT	101-1010-43770	3,250.00
IWORQ SYSTEMS	199689	02/27/2023	CODE ENFORCEMENT ANIMAL ...	101-1010-43770	3,250.00
IWORQ SYSTEMS	199689	02/27/2023	LICENSE MANAGMENT	101-1010-43770	4,500.00
IWORQ SYSTEMS	199689	02/27/2023	COMMUNITY DEVELOPMENT P...	101-1010-43770	2,880.00
BAKER & TAYLOR, INC.	2037226633	02/27/2023	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	2,348.11
TARRAE LEVINE	2255	02/27/2023	CERTIFIED POOL OPERATOR ON...	101-1013-42720	406.41
JOSE LUIS SIMENTAL SR	3596	02/27/2023	WIRE STRIPPER	101-1012-44607	40.90
JOSE LUIS SIMENTAL SR	3596	02/27/2023	WIRE CUTTER	101-1012-44607	39.85
JOSE LUIS SIMENTAL SR	3598	02/27/2023	75PC DOOR CLIP SET	101-1012-44607	458.12
TESTON'S FREEWAY CHEVRON	4965	02/27/2023	OPEN PO FY22/23 FUEL PURCH...	101-1013-43316	141.46
TESTON'S FREEWAY CHEVRON	4993	02/27/2023	TESTOS FUEL/OIL OPEN P.O FY ...	101-1009-43316	457.66
Fund 101 - General Total:					212,107.27

Fund: 201 - Corrections

ADMINISTRATIVE OFFICE OF TH...	01312023	02/03/2023	PAY DWI & COURT AUTO FEES ...	201-1903-44805	55.00
NM JUDICIAL EDUCATION CENT...	01312023	02/03/2023	PAY JUDICIAL FEES FY 22/23 OP...	201-1903-44805	27.00
Fund 201 - Corrections Total:					82.00

Fund: 209 - Fire

XEROX CORP.	017925711	02/03/2023	BASE CHARGE/METER USAGE O...	209-1603-43465	254.23
NEW MEXICO GAS COMPANY, I...	1/19/23	02/03/2023	GAS BILLS/FIRE STATION FY 22-...	209-1603-43780	714.70
NEW MEXICO GAS COMPANY, I...	1/19/23	02/03/2023	GAS BILLS/FIRE SOUTH STATION..	209-1603-43780	686.36
TESTON'S FREEWAY CHEVRON	4667	02/09/2023	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	104.41
MEGAHERTZ COMPUTER CONS...	66162	02/09/2023	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.19
CITY UTILITIES	2/15/23	02/15/2023	CITY UTILITIES CYCLE A&B/OPEN..	209-1603-43780	258.23
RON'S WELDING	71	02/15/2023	LABOR/HR	209-1603-47420	325.50
RON'S WELDING	71	02/15/2023	LIGHTS H1	209-1603-47420	43.80
LYNN'S LANDSCAPE	141	02/27/2023	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	471.98
TESTON'S FREEWAY CHEVRON	4992	02/27/2023	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	249.70
Fund 209 - Fire Total:					3,163.10

Fund: 211 - Law Enforce Prot

INDUSTRIAL PRODUCTS MFG, I...	7052	02/03/2023	UPS GROUND	211-2003-44613	50.00
INDUSTRIAL PRODUCTS MFG, I...	7052	02/03/2023	9MM LUGER 115 GR TMJ LAW...	211-2003-44613	754.35
INDUSTRIAL PRODUCTS MFG, I...	7052	02/03/2023	5.56 55 GR FMJ BT 1000 CT BOX...	211-2003-44613	1,037.52
THE LINE, LLC	1796	02/09/2023	UNIFORM AND EQUIPMENT	211-2003-44573	1,435.12
BORDER INTERNATIONAL TRUC...	X400086186-01	02/16/2023	FUEL PUMP MODULE	211-2003-47420	290.43
BORDER INTERNATIONAL TRUC...	X400086186-01	02/16/2023	PUMP ASSY OIL	211-2003-47420	112.81
Fund 211 - Law Enforce Prot Total:					3,680.23

Fund: 214 - Lodgers Tax

RUANNA WALDRUM	1274	02/09/2023	WEBSITE AND MULTI-MEDIA U...	214-2540-60725	565.17
VETERANS MEMORIAL TRUST B...	13123	02/09/2023	OPEN PO FOR LODGERS TAX C...	214-2560-60725	608.20
GERONIMO TRAIL SCENIC BYW...	2523	02/15/2023	OPEN PO FOR LODGERS TAX SE...	214-2540-60725	416.66
LINDMARK OUTDOOR MEDIA	INV55396/INV55432	02/15/2023	CTY AD OPEN PO 22/23 USE ON...	214-2540-48599	823.96
SUNNY 505	575	02/27/2023	GRANT MANAGEMENT (NM TO...	214-2540-48598	284.48
SUNNY 505	581	02/27/2023	ADVERTISING AND MARKETING...	214-2503-47406	12,183.55
Fund 214 - Lodgers Tax Total:					14,882.02

Fund: 216 - Muni Street

SIERRA AUTO/CARQUEST	6016-308476	02/03/2023	SPARK PLUG- SMALL ENGINE	216-4503-47420	18.88
SIERRA AUTO/CARQUEST	6016-308604	02/03/2023	AIR FILTER	216-4503-47420	25.33
SIERRA AUTO/CARQUEST	6016-308606	02/03/2023	HHC (HYD HOSE CLAMPS)	216-4503-47420	22.08
SIERRA AUTO/CARQUEST	6016-308606	02/03/2023	HYD HOSE BULK	216-4503-47420	19.89
SIERRA AUTO/CARQUEST	6016-308606	02/03/2023	XBO CRIMPS	216-4503-47420	14.00
SIERRA AUTO/CARQUEST	6016-308945	02/03/2023	FUEL FILTER	216-4503-47420	58.30
SIERRA AUTO/CARQUEST	6016-308945	02/03/2023	VACUUM FITTING ASST	216-4503-47420	7.58
SIERRA AUTO/CARQUEST	6016-309292	02/03/2023	PAINTED ROTOR	216-4503-47420	121.04
SIERRA AUTO/CARQUEST	6016-309292	02/03/2023	BRAKE PADS	216-4503-47420	50.34
SIERRA AUTO/CARQUEST	6016-309292	02/03/2023	BRAKE PADS	216-4503-47420	48.32
SIERRA AUTO/CARQUEST	6016-309292	02/03/2023	PAINTED ROTOR	216-4503-47420	121.92
SIERRA AUTO/CARQUEST	6016-309296	02/03/2023	DISC CALIPER PIN WHL	216-4503-47420	8.91
SIERRA AUTO/CARQUEST	6016-309296	02/03/2023	DISC CAL PIN BOOT	216-4503-47420	3.96

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SIERRA AUTO/CARQUEST	6016-309297	02/03/2023	TRANSMISSION FILTER	216-4503-47420	39.84
SIERRA AUTO/CARQUEST	6016-309303	02/03/2023	BRAKE PADS	216-4503-47420	51.62
SIERRA AUTO/CARQUEST	6016-309303	02/03/2023	BRAKE PADS	216-4503-47420	48.35
BORDER RECAPPING LLC / BMO..	23-0034275-003	02/08/2023	245 70/17'S	216-4503-47420	560.00
TESTON'S FREEWAY CHEVRON	4665	02/09/2023	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	775.00
SOUTHWEST CONSTRUCTION P...	95311	02/15/2023	BOLT	216-4503-47420	1.71
SOUTHWEST CONSTRUCTION P...	95311	02/15/2023	PIN	216-4503-47420	26.82
SOUTHWEST CONSTRUCTION P...	95311	02/15/2023	WASHER	216-4503-47420	49.20
SOUTHWEST CONSTRUCTION P...	95311	02/15/2023	BRACKET	216-4503-47420	348.70
SOUTHWEST CONSTRUCTION P...	95311	02/15/2023	SHAFT	216-4503-47420	638.90
SOUTHWEST CONSTRUCTION P...	95311	02/15/2023	WASHER	216-4503-47420	25.12
SOUTHWEST CONSTRUCTION P...	95311	02/15/2023	WASHER	216-4503-47420	19.20
SOUTHWEST CONSTRUCTION P...	95311	02/15/2023	HEX NUT	216-4503-47420	18.60
BARTOO SAND & GRAVEL, INC.	M41400	02/15/2023	HOTMIX- WATER CUTS	216-4503-43550	8,670.00
B & H OIL CO.	01312023	02/27/2023	RED DIESEL- OPEN PO FY 22/23	216-4503-43316	2,792.60
JET-SON GARAGE & HOBBIE	11863	02/27/2023	FRONT WINDSHIELD	216-4503-47420	271.25
TESTON'S FREEWAY CHEVRON	4991	02/27/2023	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	702.64
Fund 216 - Muni Street Total:					15,560.10
Fund: 260 - Fiscal Recovery Funds					
NEW MEXICO DEPARTMENT OF...	02282023	02/28/2023	4 SPOKE/ROUNDAABOUT - RAND...	260-2002-80860	100,000.00
Fund 260 - Fiscal Recovery Funds Total:					100,000.00
Fund: 294 - State Library					
XEROX CORP.	017852895/018011168	02/03/2023	METER USAGE - OPEN PO FY 20...	294-5003-43465	46.25
THE LIBRARY CORPORATION	66958	02/15/2023	RD 1000 EXTERNAL HARD DRIVE...	294-5003-44613	938.00
THE LIBRARY CORPORATION	66958	02/15/2023	DELL POWEREDGE T440 SERVER...	294-5003-44613	5,635.00
Fund 294 - State Library Total:					6,619.25
Fund: 295 - Muni Pool					
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	295-4803-41226	40.10
NEW MEXICO GAS COMPANY, I...	1/19/23	02/03/2023	GAS BILLS/SWIMMING POOL CY...	295-4803-43780	28.51
BANK OF AMERICA	12272022	02/03/2023	SHOWER HEADS	295-4803-44607	29.40
TDS	2/2/23	02/03/2023	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	295-4803-41226	40.10
Fund 295 - Muni Pool Total:					738.11
Fund: 296 - PD GRT					
BANK OF AMERICA	018730/3614452	02/03/2023	HEAVY DUTY SHELVES 48X72X2...	296-2403-44613	688.07
BANK OF AMERICA	3505 15 46589 01/03/2023 8822	02/03/2023	12 COUNT HEAVY DUTY SHELVE...	296-2403-44613	1,720.17
BANK OF AMERICA	3505 15 48965 01/04/2023 1377	02/03/2023	HEAVY DUTY SHELVES 48X72X2...	296-2403-44613	344.03
SOUTHWEST TRAINING CONSU...	2022152	02/27/2023	COMPLETE AUDIT AND REORG...	296-2403-48598	13,546.88
Fund 296 - PD GRT Total:					16,299.15
Fund: 304 - Senior Grants					
ENERGY 1 LLC	504	02/27/2023	MISC. WIRING FOR SYSTEM TIE ...	304-4903-43403	505.00
ENERGY 1 LLC	504	02/27/2023	SALES TAX	304-4903-43403	41.98
Fund 304 - Senior Grants Total:					546.98
Fund: 306 - CI Jt Utl					
BURNS & McDONNELL ENGINE...	149211-2	02/03/2023	ELECTRIC RATE STUDY	306-6103-48598	10,150.00
Fund 306 - CI Jt Utl Total:					10,150.00
Fund: 312 - R&R Airport					
DELTA AIRPORT CONSULTANTS ...	2	02/15/2023	REHABILITATE TERMINAL APRON	312-7024-47415	15,569.88
Fund 312 - R&R Airport Total:					15,569.88
Fund: 315 - CI Reserve					
BANK OF AMERICA	20122023	02/03/2023	COMPUTERS FOR FINANCE DEP...	315-8001-44613	4,520.00
APEX TECHNOLOGIES LLC	29292	02/27/2023	SET OF LONG RANGE RADIOS	315-8001-44613	700.00
APEX TECHNOLOGIES LLC	29292	02/27/2023	WEATHERPROOF ENCLOSURES	315-8001-44613	550.00
APEX TECHNOLOGIES LLC	29292	02/27/2023	180 DEGREE CAMERA	315-8001-44613	2,000.00
APEX TECHNOLOGIES LLC	29292	02/27/2023	CAMERA LICENSE	315-8001-44613	125.00
APEX TECHNOLOGIES LLC	29292	02/27/2023	LABOR INSTALLATION AND TRA...	315-8001-44613	250.00
APEX TECHNOLOGIES LLC	29292	02/27/2023	TAX ON LABOR	315-8001-44613	20.47
APEX TECHNOLOGIES LLC	29292	02/27/2023	WIRE	315-8001-44613	50.00

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APEX TECHNOLOGIES LLC	29292	02/27/2023	LABOR, INSTALLATION AND TRA...	315-8001-44613	1,250.00
APEX TECHNOLOGIES LLC	29292	02/27/2023	POE SWITCH	315-8001-44613	75.00
APEX TECHNOLOGIES LLC	29292	02/27/2023	TAX ON LABOR	315-8001-44613	102.34
Fund 315 - CI Reserve Total:					9,642.81
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY, INC. ENG...	113494	02/16/2023	PROFESSIONAL SERVICES BOOS...	370-7008-48598	2,470.81
WILSON & COMPANY, INC. ENG...	112897	02/27/2023	ENGINEERING SERVICES CANTR...	370-7019-80847	4,377.32
Fund 370 - WATER TRUST BOARD PROJECTS Total:					6,848.13
Fund: 380 - OTHER STATE FUNDED PROJECTS					
MRWM LANDSCAPE ARCHITECTS 22941/22-1139/23-0177		02/15/2023	NMGRT @ 7.875%	380-7020-48598	941.63
MRWM LANDSCAPE ARCHITECTS 22941/22-1139/23-0177		02/15/2023	T OR C GREAT BLOCKS-FOCH ST...	380-7020-48598	12,150.04
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					13,091.67
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTHOR..	02/01/23	02/03/2023	INTEREST & ADMIN FEES FOR D...	403-1203-90925	265.42
NEW MEXICO FINANCE AUTHOR..	020123	02/03/2023	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR..	020123	02/03/2023	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR..	020123	02/03/2023	NMFA LOAN PYMT PPRF-5652	403-1203-12952	10,704.12
NEW MEXICO FINANCE AUTHOR..	020123	02/03/2023	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.63
BANK OF THE SOUTHWEST	02022023	02/14/2023	INTEREST PAYMENTS MSD WAT...	403-1203-90910	9,358.97
Fund 403 - Pledge State Total:					35,768.48
Fund: 501 - Cemetary					
CITY UTILITIES	2/15/23	02/15/2023	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	468.04
Fund 501 - Cemetary Total:					468.04
Fund: 502 - Util Office - Pool					
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	502-3601-41226	294.24
XEROX CORP.	017925710/017925697/01792...	02/03/2023	XEROX CORP. UTILITY OFFICE FY...	502-3601-43465	519.59
SIERRA AUTO/CARQUEST	529451	02/03/2023	BATTERY	502-3601-47420	144.19
TESTON'S FREEWAY CHEVRON	4664	02/09/2023	UTILITY OFFICE FUEL TESTONS ...	502-3601-43316	311.10
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	502-3601-41226	294.24
TESTON'S FREEWAY CHEVRON	4990	02/27/2023	EMERGENCY TIRE FIX CHEVRON...	502-3601-43316	17.34
TESTON'S FREEWAY CHEVRON	4990-2	02/27/2023	UTILITY OFFICE FUEL TESTONS ...	502-3601-43316	276.26
Fund 502 - Util Office - Pool Total:					1,856.96
Fund: 503 - Electric					
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	503-3702-41226	455.50
XEROX CORP.	017925708/018011169	02/03/2023	BASE CHARGE & METER USAGE...	503-3702-43465	117.75
TRIPLE H SOLAR, LLC	0325	02/03/2023	ENGINEERING SERVICES- OPEN ...	503-3702-48598	5,280.00
NEW MEXICO GAS COMPANY, I...	1/19/23	02/03/2023	GAS BILLS/ELECTRIC FY 22-23	503-3702-43780	179.80
NEW MEXICO ONE CALL, INC.	153004640M	02/03/2023	ANNUAL BASIC MEMBERSHIP F...	503-3702-43770	90.00
NEW MEXICO ONE CALL, INC.	153004640M	02/03/2023	QUARTERLY ALLOCATION USAGE	503-3702-43770	611.00
TDS	2/2/23	02/03/2023	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
SILVERSKY, INC.	473033-SI	02/03/2023	EMAIL SERVICE OPEN PO FY22/...	503-3702-43815	234.16
SIERRA AUTO/CARQUEST	6016-309275	02/03/2023	WHITE MARKING PAINT	503-3702-44607	53.94
SIERRA AUTO/CARQUEST	6016-309275	02/03/2023	RED MARKING PAINT	503-3702-44607	95.88
ZIA UTILITY SERVICES, LLC	7667	02/03/2023	NEW CLASS 2 18" GLOVES	503-3702-44615	660.00
ZIA UTILITY SERVICES, LLC	7667	02/03/2023	NEW CLASS 2 MOLDED SLEEVES	503-3702-44615	410.00
ZIA UTILITY SERVICES, LLC	7667	02/03/2023	GLOVES TESTED	503-3702-44615	280.00
ZIA UTILITY SERVICES, LLC	7667	02/03/2023	SLEEVES TESTED	503-3702-44615	120.00
MIKE TORRES DBA CD TECHNO...	1006	02/08/2023	IT SERVICES AUGUST 1,2022 TO ..	503-3702-48598	903.12
FULL SEND LINEWORK, LLC	1135	02/09/2023	POLE REPLACEMENT- AUSTIN S...	503-3702-47415	19,969.95
TESTON'S FREEWAY CHEVRON	4668	02/09/2023	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	4,661.85
SSA SOLAR OF NM 4, LLC	NM-14-015A-202301-01	02/09/2023	POWER SERVICES- OPEN PO FY ...	503-3702-50795	18,903.80
SIERRA ELECTRIC CO-OP, INC.	01042023/01092023	02/15/2023	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	566.95
SIERRA ELECTRIC CO-OP, INC.	01042023/01092023	02/15/2023	POWER SERVICES- OPEN PO FY....	503-3702-50795	253,793.07
VILLAGE OF WILLIAMSBURG	02012023	02/15/2023	FRANCHISE TAX FY 22/23 OPEN...	503-3702-45796	4,310.49
ZIA ELECTRICAL PRODUCTS	18545	02/15/2023	FOCUS AX FORM 25 240V 3W C...	503-3702-44607	1,163.62
CITY UTILITIES	2/15/23	02/15/2023	CITY UTILITIES CYCLE A&B/OPEN..	503-3702-43780	185.90
CITY UTILITIES	21523	02/15/2023	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	78.88
TWIN PALMS EMBROIDERY, LLC	2197	02/15/2023	UNIFORM EMBROIDERY- JOSH ...	503-3702-42620	30.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRI-STATE GENERATION & TRA...	303930	02/15/2023	POWER SERVICES- OPEN PO FY...	503-3702-50795	35,676.70
WESTERN UNITED ELECTRIC	6078625	02/15/2023	FDA30-4-120-EB-FG-GRAY 10' C...	503-3702-44607	389.29
WESTERN UNITED ELECTRIC	6078965/6079646	02/15/2023	1-50131-102DOE 25 KVA CSP T...	503-3702-44607	8,075.00
WESTERN UNITED ELECTRIC	6079462/6079464	02/15/2023	615883 GROUND ROD 5/8 8'	503-3702-44607	335.60
WESTERN UNITED ELECTRIC	6079462/6079464	02/15/2023	RA-6018 CROOS ARM BRACES	503-3702-44607	792.60
WESTERN UNITED ELECTRIC	6079463	02/15/2023	VERDEON LED FIXTURE	503-3702-44607	10,374.00
WESTERN UNITED ELECTRIC	6079753	02/15/2023	COVER BUSHINGS	503-3702-44607	1,176.62
WESTERN UNITED ELECTRIC	6080272	02/15/2023	40FT CLASS 4 DF WOOD POLE	503-3702-44607	9,320.00
WESTERN UNITED ELECTRIC	6080272	02/15/2023	35 FT CLASS 4 DF WOOD POLE	503-3702-44607	7,690.00
WESTERN UNITED ELECTRIC	6080272	02/15/2023	40 FT CLASS 2 DF WOOD POLE	503-3702-44607	5,545.00
WESTERN UNITED ELECTRIC	6080272	02/15/2023	45 FT CLASS 2 DF WOOD POLE	503-3702-44607	7,300.00
LANDIS+GYR TECHNOLOGY, INC	90369731	02/15/2023	SaaS MONTHLY FLAT FEE- OPEN...	503-3702-43770	950.00
WESTERN AREA POWER ADMIN	JJPB1798A0123	02/15/2023	BASE DEMAND & BASE ENERGY...	503-3702-50795	43,568.53
IRBY SUPPLY CO.	5013353021.001/5013353021....	02/15/2023	SALI 21116-ES BUSHING COVER	503-3702-44607	824.16
IRBY SUPPLY CO.	5013353021.001/5013353021....	02/15/2023	7671B-MDBE PHOTO CONTROL	503-3702-44607	615.00
IRBY SUPPLY CO.	5013353021.001/5013353021....	02/15/2023	SALI 38-100SC-ESSTINGER COV...	503-3702-44607	1,164.00
IRBY SUPPLY CO.	5013380350.001	02/15/2023	CARH FR5003-KHILTLL SIZE L TLL	503-3702-42620	435.96
SUN VALLEY, INC.	167642/6	02/16/2023	1100Z 40;1 PRMIXED FUEL FOR ...	503-3702-44607	50.39
SUN VALLEY, INC.	167642/6	02/16/2023	RED MARKING PAINT	503-3702-44607	131.88
AMAZON CAPITAL SERVICES, IN...	1V6V-9WFT-4W46	02/16/2023	HARD DRIVE	503-3702-44613	44.69
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	503-3702-41226	455.50
TESTON'S FREEWAY CHEVRON	4994	02/27/2023	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	1,865.68
Fund 503 - Electric Total:					450,536.26

Fund: 504 - Water

NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	504-3803-41226	100.28
NEW MEXICO GAS COMPANY, I...	1/19/23	02/03/2023	GAS BILLS/WATER FY 22-23	504-3803-43780	536.12
TDS	2/2/23	02/03/2023	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
BANK OF AMERICA	368379	02/03/2023	WORK BOOTS FOR PATRICK LO...	504-3803-44615	194.99
SILVERSKY, INC.	473033-SI	02/03/2023	EMAIL SERVICE OPEN PO FY22/...	504-3803-43815	234.16
BANK OF AMERICA	54739	02/03/2023	RENTAL FOR WATER PUMP LEA...	504-3803-43465	263.35
ACCURATE CORROSION CONTR...	000645	02/08/2023	CATHODIC PROTECTION SERVIC...	504-3803-48598	6,039.60
MIKE TORRES DBA CD TECHNO...	1006	02/08/2023	IT SERVICES AUGUST 1,2022 TO ..	504-3803-48598	903.12
TAXATION AND REVENUE	01312023	02/09/2023	WATER CONSERVATION FEE FY ...	504-3803-43797	1,019.55
KING'S LOCKSMITH	08330/08329	02/09/2023	TO MAKE COPIES FOR KEYS AS ...	504-3803-44607	78.92
REED'S TIRE CENTER	12434	02/09/2023	410 BACKHOE FLAT REPAIR	504-3803-47420	27.05
USA BLUEBOOK	252776	02/09/2023	XL NITRILE 5 MIL GLOVES	504-3803-44615	405.94
BAKER UTILITY SUPPLY CORP.	306683/306909	02/09/2023	INLET BALL VLV RESETTER 1" x ...	504-3803-44607	1,746.50
BAKER UTILITY SUPPLY CORP.	306683/306909	02/09/2023	BRASS CURB BALL STOP 3/4" VLV	504-3803-44607	765.60
BAKER UTILITY SUPPLY CORP.	307184	02/09/2023	BRASS STRAIGHT CPLG 3/4" - U...	504-3803-44607	260.50
BAKER UTILITY SUPPLY CORP.	307199/307648	02/09/2023	HDPE POLY PIPE 3/4" x 300' - IP...	504-3803-44607	570.24
STAPLES CONTRACT & COMME...	3528116773	02/09/2023	HP MAGENTA SANDARD YIELD ...	504-3803-44606	12.46
STAPLES CONTRACT & COMME...	3528116773	02/09/2023	HP 902 BLACK STANDARD YIELD ..	504-3803-44606	35.82
STAPLES CONTRACT & COMME...	3528116773	02/09/2023	WIRE DESK ACCESSORIES COMB...	504-3803-44606	25.16
STAPLES CONTRACT & COMME...	3528116773	02/09/2023	HP 902 CYAN STANDARD YIELD ...	504-3803-44606	12.46
STAPLES CONTRACT & COMME...	3528116773	02/09/2023	HP 902 YELLOW YIELD INK 26L9...	504-3803-44606	12.46
TESTON'S FREEWAY CHEVRON	4719/4720	02/09/2023	OPEN PO FOR DIESEL/UNLEAED...	504-3803-43316	2,655.89
GRAINGER, INC.	815747498-1	02/09/2023	CAM & GROOVE COUPLING 4" ...	504-3803-44607	49.03
GRAINGER, INC.	815747498-1	02/09/2023	CAM & GROOVE ADAPTER 4" C...	504-3803-44607	56.28
GRAINGER, INC.	9540492148/9566943842/954...	02/09/2023	WATER DISCHARGE HOSE 4" H...	504-3803-44607	473.92
GRAINGER, INC.	9540492148/9566943842/954...	02/09/2023	SUCTION STRAINER 4" FNPT	504-3803-44607	41.84
GRAINGER, INC.	9540492148/9566943842/954...	02/09/2023	WATER DISCHARGE 4" HOSE IN...	504-3803-44607	136.02
GRAINGER, INC.	9540492148/9566943842/954...	02/09/2023	WATER SUCTION & DISCHARGE ...	504-3803-44607	315.19
GRAINGER, INC.	9540492148/9566943842/954...	02/09/2023	ENGINE DRIVEN UTILITY PUMP ...	504-3803-44613	1,985.15
STEVE BELL CONSTRUCTION	C18323	02/09/2023	800 BLOCK WYONA ST WATER L...	504-3803-48598	1,953.00
VILLAGE OF WILLIAMSBURG	02012023	02/15/2023	FRANCHISE TAX FY 22/23 OPEN...	504-3803-45796	1,007.69
CITY UTILITIES	2/15/23	02/15/2023	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	986.41
WILSON & COMPANY, INC. ENG...	113499	02/16/2023	GIS TECHNICAL ASSISTANCE	504-3803-48598	446.26
SUN VALLEY, INC.	167419	02/16/2023	SAFE BLUE MARKING PAINT	504-3803-44607	70.74
SUN VALLEY, INC.	167419	02/16/2023	APWA WHITE MARKING PAINT	504-3803-44607	70.74
SUN VALLEY, INC.	167419	02/16/2023	SAFE GREEN MARKING PAINT	504-3803-44607	70.74

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SUN VALLEY, INC.	167419	02/16/2023	DISCOUNT	504-3803-44607	-10.61
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	504-3803-41226	94.20
SUN VALLEY, INC.	167483/167530/167594/16780...	02/17/2023	OPEN PO UNSTOCKED FIELD SU...	504-3803-44607	283.50
REED'S TIRE CENTER	12535	02/27/2023	IRON MAN AT	504-3803-47420	350.00
TESTON'S FREEWAY CHEVRON	4988/4989	02/27/2023	OPEN PO FOR DIESEL/UNLEAED...	504-3803-43316	2,105.90
KING'S LOCKSMITH	8329	02/27/2023	TO MAKE COPIES FOR KEYS AS ...	504-3803-44607	66.92
Fund 504 - Water Total:					27,053.09

Fund: 505 - Solid Waste

NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	505-3904-41226	571.37
XEROX CORP.	017925698/018011166	02/03/2023	METER USAGE & BASE CHARGE...	505-3904-43465	153.30
PARKHILL SMITH & COOPER	01865722.00-3	02/03/2023	ENVIRONMENTAL LANDFILL M...	505-3904-48599	2,178.14
NEW MEXICO GAS COMPANY, I...	1/19/23	02/03/2023	GAS BILLS/RECYCLE CENTER FY ...	505-3904-43780	270.46
TDS	2/2/23	02/03/2023	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
BORDER RECAPING LLC / BMO..	23-0037142-003	02/03/2023	6 3002789 315/80R22.SL HANK...	505-3904-44607	2,928.78
SILVERSKY, INC.	473033-SI	02/03/2023	EMAIL SERVICE OPEN PO FY22/...	505-3904-43815	234.16
NORTHERN TOOL & EQUIPMEN...	51664284	02/03/2023	155944 4.5"X.04"X78" 5 PK	505-3904-44607	45.56
NORTHERN TOOL & EQUIPMEN...	51664284	02/03/2023	159913 GRIND WHL METAL 4-1	505-3904-44607	11.10
SIERRA AUTO/CARQUEST	6016-309293	02/03/2023	DEFROST/DUCT HOSE	505-3904-47420	17.55
CITY OF LAS CRUCES	92201	02/03/2023	SCSWA OPEN PO FY2022-2023	505-3904-45601	44,182.72
WAGNER EQUIPMENT CO.	P12C0460900	02/03/2023	RADIATOR HOSE	505-3904-47420	86.98
WAGNER EQUIPMENT CO.	P12C0460900	02/03/2023	CLAMP	505-3904-47420	42.00
WAGNER EQUIPMENT CO.	P12C0460900	02/03/2023	CAP	505-3904-47420	2.16
LONESTAR FREIGHTLINER GRO...	R200017953-01	02/07/2023	A/C MAINTENANCE ON UNIT 6...	505-3904-47420	287.50
MIKE TORRES DBA CD TECHNO...	1006	02/08/2023	IT SERVICES AUGUST 1,2022 TO ..	505-3904-48598	903.12
LONESTAR FREIGHTLINER GRO...	X200193555-01	02/09/2023	FREIGHT	505-3904-47420	40.00
LONESTAR FREIGHTLINER GRO...	X200193555-01	02/09/2023	BMPR-END PLSTC SHORT L	505-3904-47420	221.60
BORDER INTERNATIONAL TRUC...	X400088846-01	02/09/2023	FLTRITE HD MULTIPLE PURPOSE...	505-3904-44607	289.80
VILLAGE OF WILLIAMSBURG	02012023	02/15/2023	FRANCHISE TAX FY 22/23 OPEN...	505-3904-45796	1,554.76
CITY UTILITIES	21523	02/15/2023	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	24,276.54
RUSTY'S WEIGH SCALES & SERV...	230208-1047	02/15/2023	QUARTERLY SCALE CALIBRATION	505-3904-47420	876.87
SUN VALLEY, INC.	167603/6-167602/6-167601/6	02/16/2023	731925 3/4-20X1 GR5 HEX SCR...	505-3904-44607	29.58
SUN VALLEY, INC.	167603/6-167602/6-167601/6	02/16/2023	DISCOUNT	505-3904-44607	-1.48
SUN VALLEY, INC.	167603/6-167602/6-167601/6	02/16/2023	98 NUTS & BOLTS (1/4 WASHER...	505-3904-44607	10.58
SUN VALLEY, INC.	167603/6-167602/6-167601/6	02/16/2023	98 NUTS & BOLTS 1/4 NUTS	505-3904-44607	17.98
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	505-3904-41226	571.37
AUTOZONE STORES, LLC	2529107195	02/24/2023	SP-DEF SHOP PRO DEF	505-3904-44607	335.76
SWANA NM ROADRUNNER CH...	12236	02/27/2023	TS CERTIFIED TRAINING COURSE...	505-3904-42720	600.00
NM RECYCLING COALITION	3807	02/27/2023	MEMBERSHIP DUES NM RECYCL...	505-3904-43770	200.00
DONA ANA BRANCH COMMUNI...	CDL2301--0058	02/27/2023	7 WEEK CDL TRAINING & TESTI...	505-3904-42720	4,000.00
BORDER INTERNATIONAL TRUC...	R400026010-01	02/27/2023	PTO REPAIR	505-3904-47420	554.40
Fund 505 - Solid Waste Total:					86,092.66

Fund: 506 - WWTP

DAVID MEYER	R0269522	01/31/2023	SEWER TAP REFUND/113 MAIN	506-4005-34555	732.38
NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	506-4005-41226	297.35
XEROX CORP.	017925702	02/03/2023	BASE CHARGE/METERED USAGE...	506-4005-43465	180.61
NEW MEXICO GAS COMPANY, I...	1/19/23	02/03/2023	GAS BILLS/VACUUM STATION FY...	506-4005-43780	39.77
TDS	2/2/23	02/03/2023	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
SILVERSKY, INC.	473033-SI	02/03/2023	EMAIL SERVICE OPEN PO FY22/...	506-4005-43815	234.16
SIERRA AUTO/CARQUEST	531018	02/03/2023	ENGINE AIR FILTER	506-4005-47420	18.59
MIKE TORRES DBA CD TECHNO...	1006	02/08/2023	IT SERVICES AUGUST 1,2022 TO ..	506-4005-48598	903.12
TIMOTHY HANNA	92571437984/10021/1308/1595	02/08/2023	MEALS FOR TIMOTHY HANNA	506-4005-42310	56.93
VILLAGE OF WILLIAMSBURG	01312023	02/09/2023	SEWER RECEIPTS FY 22/23 OPEN...	506-4005-48798	3,430.77
TW ASSOCIATES, LLC	18867	02/09/2023	STATOR 13/0015-24 MBR STAIN...	506-4005-44607	158.38
TW ASSOCIATES, LLC	18867	02/09/2023	PUMP FOR THE METERING OF ...	506-4005-44613	3,559.87
HALL ENVIRONMENTAL ANALYS...	2301432/2301507/2212939/23...	02/09/2023	TAX ON LABOR 7.875%	506-4005-48598	90.69
HALL ENVIRONMENTAL ANALYS...	2301432/2301507/2212939/23...	02/09/2023	EPA MWTOD 624 VOCS	506-4005-48598	200.00
HALL ENVIRONMENTAL ANALYS...	2301432/2301507/2212939/23...	02/09/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	280.00
HALL ENVIRONMENTAL ANALYS...	2301432/2301507/2212939/23...	02/09/2023	SM5210B BOD	506-4005-48598	240.00
HALL ENVIRONMENTAL ANALYS...	2301432/2301507/2212939/23...	02/09/2023	EPA METHOD 625 SVOCs	506-4005-48598	450.00
USA BLUEBOOK	243273	02/09/2023	FREIGHT	506-4005-44607	15.03

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USA BLUEBOOK	243273	02/09/2023	USAB8 EMCLOSED THERMOME...	506-4005-44607	109.20
USA BLUEBOOK	243273	02/09/2023	USAB8 PH BUFFER PACK 1 PINT ...	506-4005-44607	111.50
USA BLUEBOOK	243273	02/09/2023	USABBLUEBOOK GLASS FIBER FIL...	506-4005-44607	183.80
TESTON'S FREEWAY CHEVRON	4719/4720	02/09/2023	OPEN PO FOR DIESEL/UNLEAED...	506-4005-43316	417.03
DPC INDUSTRIES, INC.	747000166-23	02/09/2023	SODIUM HYPOCHLORITE 12.5%	506-4005-44605	419.04
DPC INDUSTRIES, INC.	747000166-23	02/09/2023	6% FUEL SURCHARGE	506-4005-44605	25.14
DPC INDUSTRIES, INC.	747000166-23	02/09/2023	DRUM CLEANING FEE	506-4005-44605	10.00
DPC INDUSTRIES, INC.	747000166-23	02/09/2023	SUPERFUND TAX	506-4005-44605	0.43
DPC INDUSTRIES, INC.	747000166-23	02/09/2023	REFUNDABLE DRUM DEPOSIT	506-4005-44605	80.00
DPC INDUSTRIES, INC.	747000166-23	02/09/2023	DRUM DEPOSIT REFUND	506-4005-44605	-160.00
PINNACLE PROPANE	123122	02/15/2023	PROPANE-WWTP-OPEN PO FOR...	506-4005-43780	310.34
CITY UTILITIES	2/15/23	02/15/2023	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	1,162.11
CITY UTILITIES	21523	02/15/2023	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	11.22
WILSON & COMPANY, INC. ENG...	113499	02/16/2023	GIS TECHNICAL ASSISTANCE	506-4005-48598	446.25
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	506-4005-41226	298.92
HALL ENVIRONMENTAL ANALYS...	2301A16/2302035/2302109	02/27/2023	SM52108 BOD	506-4005-48598	240.00
HALL ENVIRONMENTAL ANALYS...	2301A16/2302035/2302109	02/27/2023	EPA MWTOD 624 VOCS	506-4005-48598	200.00
HALL ENVIRONMENTAL ANALYS...	2301A16/2302035/2302109	02/27/2023	EPA 200.8 METALS/200.7 META...	506-4005-48598	140.00
HALL ENVIRONMENTAL ANALYS...	2301A16/2302035/2302109	02/27/2023	TAX ON LABOR 7.875%	506-4005-48598	79.83
HALL ENVIRONMENTAL ANALYS...	2301A16/2302035/2302109	02/27/2023	EPA METHOD 625 SVOCs	506-4005-48598	450.00
TESTON'S FREEWAY CHEVRON	4988/4989	02/27/2023	OPEN PO FOR DIESEL/UNLEAED...	506-4005-43316	508.35
B & H OIL CO.	54059/54062/54741	02/27/2023	OPEN PO FOR DIESEL,OIL AND ...	506-4005-43316	438.75
TURNER ELECTRIC MOTOR INC	83647	02/27/2023	REPLACE BEARINGS,COOLING F...	506-4005-47420	1,521.58
Fund 506 - WWTP Total:					18,491.14

Fund: 508 - Golf Course

NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	508-4303-41226	63.07
XEROX CORP.	018011170	02/03/2023	BASE CHARGE/METER USAGE FY...	508-4303-43465	182.52
TDS	2/2/23	02/03/2023	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
BANK OF AMERICA	2000106-15016446	02/03/2023	6 SETS OF 8 CORNHOLE BAGS V...	508-4303-44607	58.48
BANK OF AMERICA	2000106-15016446	02/03/2023	6 SETS OF 8 CORNHOLE BAGS G...	508-4303-44607	112.80
OHM ELECTRIC	248	02/03/2023	100 AMP Service Grounded/Bo...	508-4303-44607	2,384.25
BANK OF AMERICA	3842337682	02/03/2023	ONLINE REGISTRATION FOR FI...	508-4303-43770	44.00
SIERRA AUTO/CARQUEST	6016-308495/6016-308588/60...	02/03/2023	OPEN PO FOR GOLF COURSE JA...	508-4303-44607	110.69
SIERRA COUNTY SENTINEL	242	02/09/2023	NEWSPAPER AD FOR GOLF COU...	508-4303-43740	178.01
SIERRA COUNTY SENTINEL	242	02/09/2023	SENTENAL FACEBOOK ENTRY B...	508-4303-43740	10.85
CITY UTILITIES	2/15/23	02/15/2023	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	916.93
PRODIGY DISC INC	PDW12136	02/15/2023	APPROACH DISCS SECONDS	508-4303-44607	13.00
PRODIGY DISC INC	PDW12136	02/15/2023	APPROACH A5 DISC	508-4303-44607	8.50
PRODIGY DISC INC	PDW12136	02/15/2023	PUTT & APPROACH DISCS	508-4303-44607	99.00
PRODIGY DISC INC	PDW12136	02/15/2023	FAIRWAY DRIVER DISCS	508-4303-44607	160.00
PRODIGY DISC INC	PDW12136	02/15/2023	APPROACH DISCS	508-4303-44607	56.00
PRODIGY DISC INC	PDW12136	02/15/2023	APPROACH DISCS SECONDS	508-4303-44607	84.00
PRODIGY DISC INC	PDW12136	02/15/2023	MIDRNGE SIGNATURE DISC	508-4303-44607	19.50
TEXOMA GOLF LLC	39891	02/16/2023	TAPE 2' X 36 YRD	508-4303-44607	13.25
TEXOMA GOLF LLC	39891	02/16/2023	TAKI-MAC ARTHRITIC GRIP O/S	508-4303-44607	57.92
TEXOMA GOLF LLC	39891	02/16/2023	PLUS 4 GOLF PRIDE GRIPS BLUE	508-4303-44607	161.72
TEXOMA GOLF LLC	39891	02/16/2023	DELUX VICE GRIP CLAMP	508-4303-44607	6.16
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	508-4303-41226	63.07
SUN VALLEY, INC.	167898/167497/167787/167365	02/17/2023	OPEN PO FOR GOLF COURSE JA...	508-4303-44607	402.73
Fund 508 - Golf Course Total:					5,806.45

Fund: 509 - Muni Airport

NM RETIREE HEALTH CARE	PPE 2023-01-27	02/01/2023	RETIREE HEALTHCARE PPE 2023...	509-4403-41226	67.40
XEROX CORP.	018011171	02/03/2023	XEROX PRINTER OPEN PO FY 22...	509-4403-43465	40.81
AMAZON CAPITAL SERVICES, IN...	1GJV-9FTX-4NRC	02/03/2023	BLUETOOTH HEADPHONES WIR...	509-4403-44607	41.99
AMAZON CAPITAL SERVICES, IN...	1WHH-FJL3-69J9	02/03/2023	LICHAMP 12" WIDE JAW ADJUS...	509-4403-44607	29.69
AMAZON CAPITAL SERVICES, IN...	1WHH-FJL3-69J9	02/03/2023	29.5 x 17 ALL WEATHER FLOOR...	509-4403-44607	23.00
BANK OF AMERICA	20123	02/03/2023	DRAWBAR CLEVIS ASSEMBLY F...	509-4403-44607	209.64
BANK OF AMERICA	71945	02/03/2023	FREIGHT	509-4403-47420	13.50
BANK OF AMERICA	71945	02/03/2023	O-RING	509-4403-47420	6.48
BANK OF AMERICA	71945	02/03/2023	STD S F GLASS 1-1/2 X 1-1/4"	509-4403-47420	70.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
4 RIVERS EQUIPMENT	1312023	02/08/2023	FRONT TIRE FOAMFILL	509-4403-47420	1,288.00
4 RIVERS EQUIPMENT	1312023	02/08/2023	REAR TIRE FOAMFILL	509-4403-47420	4,440.00
TECH 45 AIRPORT MANAGEME...	23-0023	02/09/2023	OPEN PURCHASE ORDER AIRPO...	509-4403-48598	3,797.50
TESTON'S FREEWAY CHEVRON	4661	02/09/2023	OPEN PO FY 22-23 TESTONS FR...	509-4403-43316	461.42
ZIA ELECTRIC	527593	02/09/2023	TROUBLESHOOT POWER TO ST...	509-4403-43403	195.30
ZIA ELECTRIC	5277592	02/09/2023	RUN NEW POWER TO STORAGE...	509-4403-43403	3,000.00
ZIA ELECTRIC	5277592	02/09/2023	LABOR	509-4403-43403	2,929.50
NM RETIREE HEALTH CARE	PPE 2023-02-10	02/16/2023	RETIREE HEALTHCARE PPE 2023...	509-4403-41226	56.57
SIERRA ELECTRIC CO-OP, INC.	2154-2	02/17/2023	OPEN PO FY22/23 SIERRA ELEC...	509-4403-43780	1,104.46
CHUCK OR SHARON VANGELDER	22122023	02/24/2023	AIRPORT HANGAR RENT REFUND	509-4403-34348	200.00
REED'S TIRE CENTER	12394	02/27/2023	265 70R17S IRONMAN TIRES	509-4403-47420	728.00
REED'S TIRE CENTER	12512	02/27/2023	IRONMAN AT TIRES	509-4403-47420	720.00
REED'S TIRE CENTER	12534	02/27/2023	11R225	509-4403-47420	1,950.00
TESTON'S FREEWAY CHEVRON	4987	02/27/2023	OPEN PO FY 22-23 TESTONS FR...	509-4403-43316	345.79

Fund 509 - Muni Airport Total: 21,719.05

Fund: 600 - Internal Serv

XEROX CORP.	018011172	02/03/2023	RENT OF EQUIPMENT/XEROX O...	600-7003-43465	102.84
MIDWEST MOTOR SUPPLY CO	100679518	02/03/2023	29PC SUPER PRIM ULTRA SET	600-7003-44607	289.00
SIERRA AUTO/CARQUEST	6016-308946	02/03/2023	LOCK NUT WRENCH 3-1/2	600-7003-44607	37.31
SIERRA AUTO/CARQUEST	6016-308946	02/03/2023	LOCKNUT WRENCH	600-7003-44607	38.84
SIERRA AUTO/CARQUEST	6016-308946	02/03/2023	LOCKNUT WRENCH 3-1/4	600-7003-44607	37.31
SIERRA AUTO/CARQUEST	6016-309291	02/03/2023	BULK BATTERY CABLE	600-7003-44607	47.92
SIERRA AUTO/CARQUEST	6016-309291	02/03/2023	STEP DRILL SET	600-7003-44607	23.99
SIERRA AUTO/CARQUEST	6016-309291	02/03/2023	WIRING LUG	600-7003-44607	14.96
SIERRA AUTO/CARQUEST	6016-309299	02/03/2023	AIR FILTER	600-7003-44607	91.32
SIERRA AUTO/CARQUEST	6016-309302	02/03/2023	AIR FILTER	600-7003-44606	102.45
JOSE LUIS SIMENTAL SR	3363	02/15/2023	TOOL BUNDLE MKE23Q184	600-7003-44607	544.90
JOSE LUIS SIMENTAL SR	3364	02/15/2023	DELUXE TRIM SET	600-7003-44607	87.50
DESERT GRAPHICS INC.	6594	02/15/2023	#6 DECAL	600-7003-44607	18.00
DESERT GRAPHICS INC.	6594	02/15/2023	ELECTRIC DECAL	600-7003-44607	30.00
DESERT GRAPHICS INC.	6594	02/15/2023	FACILITY MANAGMENT DECAL	600-7003-44607	52.00
DESERT GRAPHICS INC.	6594	02/15/2023	#1 DECAL	600-7003-44607	18.00
DESERT GRAPHICS INC.	6594	02/15/2023	WATR DECAL	600-7003-44607	60.00
DESERT GRAPHICS INC.	6594	02/15/2023	STREETS DECAL	600-7003-44607	60.00
DESERT GRAPHICS INC.	6594	02/15/2023	PHONE NUMBER DECAL	600-7003-44607	240.00

Fund 600 - Internal Serv Total: 1,896.34

Fund: 999 - Revolving

WASHINGTON NATIONAL INS CO	INV0006853	01/20/2023	Groups: W06728, 8077, WG022...	999-9999-20259	1,581.91
RISK MANAGEMENT DIVISION	INV0006860	01/20/2023	Admin Fee	999-9999-20254	0.69
RISK MANAGEMENT DIVISION	INV0006861	01/20/2023	Basic Life	999-9999-20254	2.21
RISK MANAGEMENT DIVISION	INV0006862	01/20/2023	Dental	999-9999-20254	37.18
RISK MANAGEMENT DIVISION	INV0006863	01/20/2023	Disability	999-9999-20254	4.94
RISK MANAGEMENT DIVISION	INV0006865	01/20/2023	Vision	999-9999-20254	6.58
RISK MANAGEMENT DIVISION	CM0000224	02/02/2023	Admin Fee	999-9999-20254	-1.38
RISK MANAGEMENT DIVISION	CM0000225	02/02/2023	Basic Life	999-9999-20254	-2.21
RISK MANAGEMENT DIVISION	CM0000226	02/02/2023	BCBS PPO	999-9999-20254	-312.43
RISK MANAGEMENT DIVISION	CM0000227	02/02/2023	Dental	999-9999-20254	-32.34
RISK MANAGEMENT DIVISION	CM0000228	02/02/2023	Disability	999-9999-20254	-9.88
RISK MANAGEMENT DIVISION	CM0000229	02/02/2023	Vision	999-9999-20254	-6.00
IRS - Payroll Withholdings	INV0006903	02/02/2023	MC	999-9999-20247	2.04
IRS - Payroll Withholdings	INV0006904	02/02/2023	FIT	999-9999-20249	8.42
IRS - Payroll Withholdings	INV0006905	02/02/2023	FICA	999-9999-41250	8.70
NM TAXATION & REVENUE	INV0006906	02/02/2023	SIT	999-9999-20248	3.44
RISK MANAGEMENT DIVISION	INV0006874	02/03/2023	Admin Fee	999-9999-20254	54.51
AFLAC	INV0006875	02/03/2023	AFLAC	999-9999-20258	363.95
AMERICAN HERITAGE LIFE INS ...	INV0006876	02/03/2023	Allstate #CES16266	999-9999-20268	11.00
RISK MANAGEMENT DIVISION	INV0006877	02/03/2023	Basic Life	999-9999-20254	207.74
RISK MANAGEMENT DIVISION	INV0006878	02/03/2023	BCBS HMO	999-9999-20254	5,037.18
RISK MANAGEMENT DIVISION	INV0006879	02/03/2023	BCBS PPO	999-9999-20254	14,206.93
RISK MANAGEMENT DIVISION	INV0006880	02/03/2023	BCBS PPO - DP	999-9999-20254	156.24

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RISK MANAGEMENT DIVISION	INV0006881	02/03/2023	Dental	999-9999-20254	1,868.43
RISK MANAGEMENT DIVISION	INV0006882	02/03/2023	Dental DP	999-9999-20254	9.72
RISK MANAGEMENT DIVISION	INV0006883	02/03/2023	Disability	999-9999-20254	326.04
State Collection and Disburseme...	INV0006884	02/03/2023	D.Venable - 3200038014	999-9999-20270	387.23
MICHIGAN STATE DISBURSEME...	INV0006885	02/03/2023	CHARLES WILLIAMSON 912284...	999-9999-20270	298.16
Nevada State Treasurer	INV0006886	02/03/2023	SCaDU Fee - 3200038014	999-9999-20270	2.00
NEW YORK LIFE	INV0006887	02/03/2023	NY Life - N84067 & S19108	999-9999-20256	685.37
PUBLIC EMPLOYEES RETIREME...	INV0006888	02/03/2023	PERA - PD	999-9999-20251	7,869.59
PUBLIC EMPLOYEES RETIREME...	INV0006889	02/03/2023	PERA - Regular	999-9999-20251	32,267.58
PUBLIC EMPLOYEES RETIREME...	INV0006890	02/03/2023	PERA - Under 20K	999-9999-20251	365.92
RISK MANAGEMENT DIVISION	INV0006891	02/03/2023	Presbyterian HMO	999-9999-20254	11,336.98
RISK MANAGEMENT DIVISION	INV0006892	02/03/2023	Supplemental Life	999-9999-20254	126.18
RISK MANAGEMENT DIVISION	INV0006893	02/03/2023	Vision	999-9999-20254	337.35
RISK MANAGEMENT DIVISION	INV0006894	02/03/2023	Vision DP	999-9999-20254	0.51
NATIONWIDE RETIREMENT SOL...	INV0006895	02/03/2023	NM-PERA City of Truth or Cons...	999-9999-20266	770.00
WASHINGTON NATIONAL INS CO	INV0006896	02/03/2023	Groups: W06728, 8077, WG022...	999-9999-20259	1,591.40
CSED/REMITTANCE PROCESSING	INV0006897	02/03/2023	P.Loveall - 228149	999-9999-20270	58.75
STATE OF NM CHILD SUPPORT ...	INV0006898	02/03/2023	LOUIS TAVIZON 000319616	999-9999-20270	268.41
IRS - Payroll Withholdings	INV0006899	02/03/2023	MC	999-9999-20247	4,747.44
IRS - Payroll Withholdings	INV0006900	02/03/2023	FIT	999-9999-20249	10,526.75
IRS - Payroll Withholdings	INV0006901	02/03/2023	FICA	999-9999-41250	17,051.44
NM TAXATION & REVENUE	INV0006902	02/03/2023	SIT	999-9999-20248	4,262.62
RISK MANAGEMENT DIVISION	INV0006908	02/17/2023	Admin Fee	999-9999-20254	52.44
AFLAC	INV0006909	02/17/2023	AFLAC	999-9999-20258	363.95
AMERICAN HERITAGE LIFE INS ...	INV0006910	02/17/2023	Allstate #CES16266	999-9999-20268	11.00
RISK MANAGEMENT DIVISION	INV0006911	02/17/2023	Basic Life	999-9999-20254	203.32
RISK MANAGEMENT DIVISION	INV0006912	02/17/2023	BCBS HMO	999-9999-20254	4,768.53
RISK MANAGEMENT DIVISION	INV0006913	02/17/2023	BCBS PPO	999-9999-20254	14,144.46
RISK MANAGEMENT DIVISION	INV0006914	02/17/2023	BCBS PPO - DP	999-9999-20254	156.24
RISK MANAGEMENT DIVISION	INV0006915	02/17/2023	Dental	999-9999-20254	1,840.92
RISK MANAGEMENT DIVISION	INV0006916	02/17/2023	Dental DP	999-9999-20254	9.72
RISK MANAGEMENT DIVISION	INV0006917	02/17/2023	Disability	999-9999-20254	316.16
State Collection and Disburseme...	INV0006918	02/17/2023	D.Venable - 3200038014	999-9999-20270	387.23
MICHIGAN STATE DISBURSEME...	INV0006919	02/17/2023	CHARLES WILLIAMSON 912284...	999-9999-20270	298.16
Nevada State Treasurer	INV0006920	02/17/2023	SCaDU Fee - 3200038014	999-9999-20270	2.00
NEW YORK LIFE	INV0006921	02/17/2023	NY Life - N84067 & S19108	999-9999-20256	685.37
PUBLIC EMPLOYEES RETIREME...	INV0006922	02/17/2023	PERA - PD	999-9999-20251	7,582.74
PUBLIC EMPLOYEES RETIREME...	INV0006923	02/17/2023	PERA - Regular	999-9999-20251	32,128.09
PUBLIC EMPLOYEES RETIREME...	INV0006924	02/17/2023	PERA - Under 20K	999-9999-20251	365.92
RISK MANAGEMENT DIVISION	INV0006925	02/17/2023	Presbyterian HMO	999-9999-20254	11,336.98
RISK MANAGEMENT DIVISION	INV0006926	02/17/2023	Supplemental Life	999-9999-20254	126.88
RISK MANAGEMENT DIVISION	INV0006927	02/17/2023	Vision	999-9999-20254	331.93
RISK MANAGEMENT DIVISION	INV0006928	02/17/2023	Vision DP	999-9999-20254	0.51
NATIONWIDE RETIREMENT SOL...	INV0006929	02/17/2023	NM-PERA City of Truth or Cons...	999-9999-20266	770.00
CSED/REMITTANCE PROCESSING	INV0006931	02/17/2023	P.Loveall - 228149	999-9999-20270	58.75
STATE OF NM CHILD SUPPORT ...	INV0006932	02/17/2023	LOUIS TAVIZON 000319616	999-9999-20270	268.41
IRS - Payroll Withholdings	INV0006933	02/17/2023	MC	999-9999-20247	4,759.52
IRS - Payroll Withholdings	INV0006934	02/17/2023	FIT	999-9999-20249	10,575.88
IRS - Payroll Withholdings	INV0006935	02/17/2023	FICA	999-9999-41250	17,190.32
NM TAXATION & REVENUE	INV0006936	02/17/2023	SIT	999-9999-20248	4,303.92
IRS - Payroll Withholdings	INV0006937	02/24/2023	MC	999-9999-20247	150.80
IRS - Payroll Withholdings	INV0006938	02/24/2023	FIT	999-9999-20249	27.92
IRS - Payroll Withholdings	INV0006939	02/24/2023	FICA	999-9999-41250	644.80
NM TAXATION & REVENUE	INV0006940	02/24/2023	SIT	999-9999-20248	13.17
Fund 999 - Revolving Total:					230,363.33
Grand Total:					1,309,032.50

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	212,107.27
201 - Corrections	82.00
209 - Fire	3,163.10
211 - Law Enforce Prot	3,680.23
214 - Lodgers Tax	14,882.02
216 - Muni Street	15,560.10
260 - Fiscal Recovery Funds	100,000.00
294 - State Library	6,619.25
295 - Muni Pool	738.11
296 - PD GRT	16,299.15
304 - Senior Grants	546.98
306 - CI Jt Uti	10,150.00
312 - R&R Airport	15,569.88
315 - CI Reserve	9,642.81
370 - WATER TRUST BOARD PROJECTS	6,848.13
380 - OTHER STATE FUNDED PROJECTS	13,091.67
403 - Pledge State	35,768.48
501 - Cemetary	468.04
502 - Util Office - Pool	1,856.96
503 - Electric	450,536.26
504 - Water	27,053.09
505 - Solid Waste	86,092.66
506 - WWTP	18,491.14
508 - Golf Course	5,806.45
509 - Muni Airport	21,719.05
600 - Internal Serv	1,896.34
999 - Revolving	230,363.33
Grand Total:	1,309,032.50

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	7,093.20
101-1000-44606	OFFICE SUPPLIES-GOVERN...	31.52
101-1001-41226	RETIREE INSURANCE	250.48
101-1001-43465	RENT OF EQUIPMENT	348.43
101-1001-43740	PRINTING/PUBLISHING	2,350.00
101-1001-43770	SUBSCRIPTION & DUES	50.00
101-1002-41226	RETIREE INSURANCE	87.74
101-1002-43735	POSTAGE/MAIL SERVICE-...	190.00
101-1002-44606	OFFICE SUPPLIES	112.71
101-1003-41226	RETIREE INSURANCE	447.82
101-1003-42720	EMPLOYEE TRAINING-OFF...	150.00
101-1003-43465	RENT OF EQUIPMENT	330.28
101-1003-43770	SUBSCRIPTION & DUES	162.65
101-1003-44606	OFFICE SUPPLIES	22.57
101-1004-41226	RETIREE INSURANCE	516.20
101-1004-43465	RENT OF EQUIPMENT	535.21
101-1004-43740	PRINTING/PUBLISHING	1,591.40
101-1004-48599	OTHER CONTRACTUAL SE...	711.04
101-1006-41226	RETIREE INSURANCE	241.34
101-1006-43740	PRINTING/PUBLISHING	183.43
101-1006-44606	OFFICE SUPPLIES	142.86
101-1006-44607	FIELD SUPPLIES	536.27
101-1006-48598	PROFESSIONAL SERVICES	1,802.85
101-1007-41226	RETIREE INSURANCE	1,767.28
101-1007-43465	RENT OF EQUIPMENT	328.95
101-1007-43775	TELEPHONE	315.74

Account Summary

Account Number	Account Name	Payment Amount
101-1007-43815	SOFTWARE	114.00
101-1007-47420	MAINTENANCE VEHICLE/...	842.53
101-1007-48598	PROFESSIONAL SERVICES	403.84
101-1008-41226	RETIREE INSURANCE	153.32
101-1008-43316	GAS & OIL	39.51
101-1008-47420	MAINTENANCE VEH/EQUI...	1,421.31
101-1009-41226	RETIREE INSURANCE	172.97
101-1009-43316	GAS & OIL	842.10
101-1009-43403	REGULAR BUILDING MAI...	1,128.82
101-1009-43465	RENT OF EQUIPMENT	3,219.94
101-1009-44607	FIELD SUPPLIES-MUNI RE...	428.74
101-1009-44613	NON-CAPITAL ITEMS	461.88
101-1009-47415	MAINTENANCE--REPAIRS ...	17,620.58
101-1009-47420	MAINTENANCE VEHICLE/...	163.79
101-1009-80805	BUILDINGS & STRUCTURES	28,470.75
101-1010-41226	RETIREE INSURANCE	193.48
101-1010-43770	SUBSCRIPTION & DUES	13,880.00
101-1010-44606	OFFICE SUPPLIES	782.22
101-1010-44613	NON-CAPITAL ITEMS	2,760.88
101-1010-48598	PROFESSIONAL SERVICES	16,679.06
101-1011-41226	RETIREE INSURANCE	639.75
101-1012-41226	RETIREE INSURANCE	243.98
101-1012-44607	FIELD SUPPLIES-FLEET MA...	2,293.43
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-42720	EMPLOYEE TRAINING	406.41
101-1013-43316	GAS & OIL	277.64
101-1014-41226	RETIREE INSURANCE	362.49
101-1014-43403	REGULAR BUILDING MAI...	1,075.24
101-1014-43465	RENT OF EQUIPMENT	33.52
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,058.90
101-1014-47410	MAINTENANCE CONTRAC...	53.88
101-1014-47420	MAINTENANCE-VEHICLE/...	83.37
101-1016-41226	RETIREE INSURANCE	409.32
101-1016-44830	CITY BOOK PURCHASING-L...	2,348.11
101-1017-48599	OTHER CONTRACTUAL SE...	75,873.31
101-1018-43780	UTILITIES	15,033.27
101-1018-43815	SOFTWARE LIC/SOFTWAR...	234.17
101-1018-48598	PROFESSIONAL SERVICES	903.14
101-1040-43465	RENT OF EQUIPMENT	293.05
101-1099-34348	RENT OF PUBLIC FACILITIES	250.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	82.00
209-1603-43316	GAS & OIL	354.11
209-1603-43465	RENT OF EQUIPMENT	254.23
209-1603-43775	TELEPHONE	54.19
209-1603-43780	UTILITIES	1,659.29
209-1603-47415	MAINTENANCE--REPAIRS ...	471.98
209-1603-47420	MAINTENANCE VEHICLE/...	369.30
211-2003-44573	UNIFORM & EQUIPMENT	1,435.12
211-2003-44613	NON-CAPITAL ITEMS	1,841.87
211-2003-47420	MAINTENANCE-VEHICLE/...	403.24
214-2503-47406	PROMOTIONAL/ADVERTIS...	12,183.55
214-2540-48598	OTHER PROFESSIONAL SE...	284.48
214-2540-48599	OTHER CONTRACT SERVIC...	823.96
214-2540-60725	GRANTS TO SUB-RECIPIE...	981.83
214-2560-60725	GRANTS TO SUB-RECIPIE...	608.20
216-4503-43316	GAS & OIL	4,270.24
216-4503-43550	ROADWAY MAINTENANCE	8,670.00
216-4503-47420	MAINT.VEHICLE/FURN/E...	2,619.86

Account Summary

Account Number	Account Name	Payment Amount
260-2002-80860	INFRASTRUCTURE	100,000.00
294-5003-43465	RENT OF EQUIPMENT	46.25
294-5003-44613	NON-CAPITAL ITEMS	6,573.00
295-4803-41226	RETIREE INSURANCE	80.20
295-4803-43780	UTILITIES-MUNI POOL	628.51
295-4803-44607	FIELD SUPPLIES-MUNI PO...	29.40
296-2403-44613	NON-CAPITAL ITEMS	2,752.27
296-2403-48598	PROFESSIONAL SERVICES	13,546.88
304-4903-43403	REGULAR BUILDING MAI...	546.98
306-6103-48598	PROFESSIONAL SERVICES	10,150.00
312-7024-47415	MAINTENANCE--REPAIRS ...	15,569.88
315-8001-44613	NON CAPITAL EQUIPMEN...	9,642.81
370-7008-48598	PROFESSIONAL SERVICES	2,470.81
370-7019-80847	ROADWAYS AND BRIDGES	4,377.32
380-7020-48598	PROFESSIONAL SERVICES	13,091.67
403-1203-12918	CWPA PPRF-2613 TORC 18..	690.58
403-1203-12919	CWPA PPRF-2737 TORC 19..	7,598.76
403-1203-12952	PPRF-5652 ELECTRIC TRA...	10,704.12
403-1203-12967	PPRF-4967 OPERATING	7,150.63
403-1203-90910	DEBT SERVICE INTEREST	9,358.97
403-1203-90925	COMMITMENTS & OTHER...	265.42
501-1803-43780	UTILITIES	468.04
502-3601-41226	RETIREE INSURANCE	588.48
502-3601-43316	GAS & OIL	604.70
502-3601-43465	RENT OF EQUIPMENT	519.59
502-3601-47420	MAINTENANCE-VEHICLE/...	144.19
503-3702-41226	RETIREE INSURANCE	911.00
503-3702-42620	UNIFORM/LINEN-ELECTRI...	465.96
503-3702-43316	GAS & OIL	6,527.53
503-3702-43465	RENT OF EQUIPMENT	117.75
503-3702-43770	SUBSCRIPTION & DUES	1,651.00
503-3702-43780	UTILITIES	1,611.53
503-3702-43815	SOFTWARE LIC/SOFTWAR...	234.16
503-3702-44607	FIELD SUPPLIES	55,096.98
503-3702-44613	NON-CAPITAL ITEMS	44.69
503-3702-44615	SAFETY EQUIPMENT	1,470.00
503-3702-45796	FRANCHISE TAX-ELECTRIC...	4,310.49
503-3702-47415	MAINTENANCE--REPAIRS ...	19,969.95
503-3702-48598	PROFESSIONAL SERVICES	6,183.12
503-3702-50795	WHOLESALE POWER COS...	351,942.10
504-3803-41226	RETIREE INSURANCE	194.48
504-3803-43316	GAS & OIL	4,761.79
504-3803-43465	RENT OF EQUIPMENT	263.35
504-3803-43780	UTILITIES	2,122.53
504-3803-43797	WATER CONSERVATION-...	1,019.55
504-3803-43815	SOFTWARE LIC/SOFTWAR...	234.16
504-3803-44606	OFFICE SUPPLIES	98.36
504-3803-44607	FIELD SUPPLIES-WATER D...	5,046.07
504-3803-44613	NON-CAPITAL ITEMS	1,985.15
504-3803-44615	SAFETY EQUIPMENT	600.93
504-3803-45796	FRANCHISE TAX-WATER D...	1,007.69
504-3803-47420	MAINTENANCE-VEHICLE/...	377.05
504-3803-48598	PROFESSIONAL SERVICES	9,341.98
505-3904-41226	RETIREE INSURANCE	1,142.74
505-3904-42720	EMPLOYEE TRAINING-SOL...	4,600.00
505-3904-43465	RENT OF EQUIPMENT	153.30
505-3904-43770	SUBSCRIPTION & DUES	200.00
505-3904-43780	UTILITIES	870.46

Account Summary

Account Number	Account Name	Payment Amount
505-3904-43815	SOFTWARE LIC/SOFTWAR...	234.16
505-3904-44607	FIELD SUPPLIES-SOLID WA...	3,667.66
505-3904-45601	WASTE DISPOSAL	68,459.26
505-3904-45796	FRANCHISE TAX	1,554.76
505-3904-47420	MAINTENANCE-VEHICLE/...	2,129.06
505-3904-48598	PROFESSIONAL SERVICES	903.12
505-3904-48599	OTHER CONTRACTUAL SE...	2,178.14
506-4005-34555	NEW INSTALLATIONS-SE...	732.38
506-4005-41226	RETIREE INSURANCE	596.27
506-4005-42310	PER DIEM-WASTEWATER ...	56.93
506-4005-43316	GAS & OIL	1,364.13
506-4005-43465	RENT OF EQUIPMENT	180.61
506-4005-43780	UTILITIES	2,123.44
506-4005-43815	SOFTWARE LIC/SOFTWAR...	234.16
506-4005-44605	CHEMICALS/LABORATORY...	374.61
506-4005-44607	FIELD SUPPLIES-WASTEW...	577.91
506-4005-44613	NON-CAPITAL ITEMS	3,559.87
506-4005-47420	MAINTENANCE-VEHICLE/...	1,540.17
506-4005-48598	PROFESSIONAL SERVICES	3,719.89
506-4005-48798	VILLAGE OF WILLIAMSBU...	3,430.77
508-4303-41226	RETIREE INSURANCE	126.14
508-4303-43465	RENT OF EQUIPMENT	182.52
508-4303-43740	PRINTING/PUBLISHING	188.86
508-4303-43770	SUBSCRIPTION & DUES	44.00
508-4303-43775	TELEPHONE	600.00
508-4303-43780	UTILITIES	916.93
508-4303-44607	FIELD SUPPLIES	3,748.00
509-4403-34348	HANGER RENTALS-AIRPO...	200.00
509-4403-41226	RETIREE INSURANCE	123.97
509-4403-43316	GAS & OIL	807.21
509-4403-43403	REGULAR BUILDING MAI...	6,124.80
509-4403-43465	RENT OF EQUIPMENT	40.81
509-4403-43780	UTILITIES	1,104.46
509-4403-44607	FIELD SUPPLIES	304.32
509-4403-47420	MAINTENANCE VEH/EQUI...	9,215.98
509-4403-48598	PROFESSIONAL SERVICES	3,797.50
600-7003-43465	RENT OF EQUIPMENT	102.84
600-7003-44606	OFFICE SUPPLIES	102.45
600-7003-44607	FIELD SUPPLIES	1,691.05
999-9999-20247	MEDICARE PAYABLE	9,659.80
999-9999-20248	SIT PAYABLE	8,583.15
999-9999-20249	FIT PAYABLE	21,138.97
999-9999-20251	PERA PAYABLE	80,579.84
999-9999-20254	INSURANCE 1 PAYABLE-S...	66,643.26
999-9999-20256	INSURANCE 3 PAYABLE-NY...	1,370.74
999-9999-20258	INSURANCE 5 PAYABLE-A...	727.90
999-9999-20259	INS 6 PAYABLE-WASHING...	3,173.31
999-9999-20266	NRS - ST DEF COMP	1,540.00
999-9999-20268	ALLSTATE	22.00
999-9999-20270	MISCELLANEOUS PAYABLE	2,029.10
999-9999-41250	FICA PAYABLE	34,895.26
Grand Total:		1,309,032.50

Project Account Summary

Project Account Key	Payment Amount
None	1,309,032.50
Grand Total:	1,309,032.50



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: G.1

SUBJECT: Public Hearing and Final Adoption of City's General Obligation Bonds, Series 2023-Ordinance No. 745

DEPARTMENT: City Manager's Office

DATE SUBMITTED: March 3, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Chris Muirhead, Modrall Sperling

Summary/Background:

An ordinance authorizing the issuance and sale of City of Truth or Consequences, New Mexico, General Obligation Bonds, Series 2023, in the principal amount of \$750,000.

Recommendation:

Approve

Attachments:

- Bond Ordinance 745
- -

Fiscal Impact (Finance): Yes

\$750,000.00

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [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 3-8-2023

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.
CITY OF TRUTH OR CONSEQUENCES)

The City Commission of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the 8th day of March, 2023, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Present:

Absent:

Thereupon, there was officially filed with the Mayor, each Commissioner and the City Clerk-Treasurer a copy of a proposed bond ordinance in final form.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 745

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2023, IN THE PRINCIPAL AMOUNT OF \$750,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER AND THE PRICE TO BE PAID BY THE PURCHASER FOR THE BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

WHEREAS, at a general obligation bond election duly called and held for the City of Truth or Consequences, New Mexico, (the “City”) on the 8th day of November, 2022, the electors of the City authorized the City Commission (the “Commission”) to contract bonded indebtedness on behalf of the City and upon the credit thereof by issuing general obligation bonds of the City to secure funds for the following purpose (the “Project”) in the following amount:

<u>Purposes:</u>	<u>Amount Authorized At Election</u>	<u>Amount Previously Issued</u>	<u>Amount To Be Issued</u>
Laying off, opening, constructing, repairing, and otherwise improving municipal alleys, streets, public roads and bridges, or any combination thereof	\$1,000,000	-0-	\$250,000
enlarging, improving or extending the City’s water and wastewater system	\$2,000,000	-0-	\$500,000

WHEREAS, the Commission has determined and does hereby determine that it is necessary and in the best interest of the City and the inhabitants thereof that the \$750,000 general obligation bonds authorized at the election (the “Bonds”) be issued at this time; and

WHEREAS, the Commission has determined and hereby does determine to enter into a Bond Purchase Agreement and sell the Bonds to the New Mexico Finance Authority (“Finance Authority”); and

WHEREAS, the Commission has determined and does hereby determine that the Bonds shall be issued at this time under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the net effective interest rate on the Bonds is not more than ten percent (10%) a year; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance and sale of the Bonds heretofore taken by the Commission and the officers of the City.

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

Section 1. All actions heretofore taken by the Commission and the officers and employees of the City directed toward the issuance and sale of the Bonds to secure funds for the purposes stated above be, and the same hereby are, ratified, approved and confirmed, including the sale of the Bonds in the amount of \$750,000 to the New Mexico Finance Authority pursuant to the Bond Purchase Agreement which is hereby approved. The Mayor is authorized to complete and modify the Bond Purchase Agreement consistent with this Ordinance.

Section 2.

A. In order to provide funds for the Project, the Commission, on behalf of the City and upon the full faith and credit thereof, shall issue the City's general obligation bonds maturing and bearing interest as follows:

<u>Amounts Maturing</u>	<u>Years Maturing (August 1)</u>	<u>Interest Rate (Per Annum)</u>
	2024	
	2025	
	2026	
	2027	
	2028	
	2029	
	2030	
	2031	
	2032	
	2033	
	2034	
	2035	
	2036	
	2037	
	2038	

B. The Bonds shall be dated the date of delivery (herein the "Series Date"), will be issued in one series and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of \$5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth above for the Bonds, payable to the registered owner thereof, or registered assigns, on August 1, 2024, and semiannually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding and shall mature on August 1 of each year set forth above.

C. The Bonds maturing on and after August 1, 2033 are callable on and after August 1, 2033, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest, if any, to the date of redemption.

D. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

E. Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth

day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 3. The Bonds shall constitute the general obligation debt of the City, payable from general ad valorem taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 4. The Bonds shall bear the facsimile or manual signature of the Mayor and shall be attested by the facsimile or manual signature of the City Clerk-Treasurer and shall bear the facsimile or original seal of the City. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer may, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk-Treasurer may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature

appears upon any of the Bonds. If facsimile signatures are to appear on the Bonds, the Mayor and City Clerk-Treasurer, pursuant to Sections 6-9-1 through 6-9-6, inclusive, NMSA 1978, shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5.

A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the City as registrar and as paying agent for the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each interest payment date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each interest payment date but such transfer will not include transfer of interest payable on such interest payment date.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided in this ordinance with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal

representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

E. The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

F. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

Section 6. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that said Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of Bonds at the address last shown on the registration books, appoint a successor registrar/paying agent. Every such successor registrar/paying agent shall be a bank or trust company located in and in good standing in the United States and having shareholders' equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than \$10,000,000.

Section 7. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 8. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED

REGISTERED

NO. R-__

\$ _____

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO
GENERAL OBLIGATION BONDS
SERIES 2023

Registered Owner: _____

Principal Amount: _____ DOLLARS

Interest Rate

Maturity Date

Series Date

_____% per annum _____ 1, _____, 2023

The City Commission (the "Commission") of the City of Truth or Consequences, New Mexico (the "City"), on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on August 1, 2024, and thereafter on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by the City Finance Director as "registrar/paying agent" (such registrar/paying agent and any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by said Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such

Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Bonds are fully registered and are issuable in denominations of \$5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of \$750,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the City for the purposes of providing funds to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to an ordinance of the Commission duly adopted on March 8, 2023 (the "Bond Ordinance").

The Bonds maturing on and after August 1, 2033 are callable on and after August 1, 2033, or on any date thereafter, in whole or in part, at the option of the City at par plus accrued interest, if any, to the date of redemption.

Notice of redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption specifying the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be

redeemed at the office of the Registrar/Paying Agent the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption insofar as the money or securities necessary to pay the redemption price of the Bonds are not required to be on deposit with the Registrar/Paying Agent prior to the giving of notice of optional redemption of the Bonds. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment or reimbursement by the owner of any Bond requesting exchange or transfer of any transfer fee, tax or other governmental charge required to be paid with respect to such exchange or transfer. The Registrar/Paying Agent shall close the registration books fifteen days prior to each Interest Payment Date for change of name or address of the registered owners. Transfers shall be permitted within fifteen days prior to each Interest Payment Date but such transfer will not include transfer of interest payable on such Interest Payment Date.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the

conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Commission has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the City Commission of the City of Truth or Consequences, New Mexico, constituting the governing board of the City, has caused the seal of the City to be hereto affixed and this bond to be signed and executed with the facsimile or manual signature of the Mayor and subscribed and attested with the facsimile or manual signature of the City Clerk-Treasurer, all as of the Series Date.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Mayor

[City Seal]

ATTEST:

By _____
City Clerk-Treasurer

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and Registration: _____, 2023

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Finance Director, as Registrar/Paying Agent

[End of Form of Certificate of Authentication]

[Form of Assignment]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Form of Assignment]

[End of Form of Bond]

Section 9. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof named in Section 1 of this Ordinance. The funds realized from the sale of the Bonds shall be applied solely to (i) lay off, open, construct, repair, and otherwise improve municipal alleys, streets, public roads and

bridges, or any combination thereof, (ii) enlarge, improve or extend the City's water and wastewater system, and (iii) pay the costs of issuance of the Bonds. The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 10. There shall be levied on all taxable property within the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Commission, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and City taxes are certified, levied and collected. The taxes, when collected, shall be kept by the City in the City's interest and sinking fund for the City's general obligation bonds to be used solely for the purpose of paying the principal of and interest on the City's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 11. The Mayor, City Manager, City Clerk-Treasurer and other officers of the City be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the deposit of the proceeds of the Bonds into an acquisition fund held by the Finance Authority for payment of the costs of the Project and the costs of issuance of the Bonds, the printing of the Bonds, accounting and verification fees, and the execution of such certificates as may be required by the Finance Authority relating to the signing of the Bonds, the tenure and identity of City officials, the receipt of the purchase price of the Bonds from the purchasers and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 12. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Mayor, City Clerk-Treasurer, City Manager and any other officer of the City having responsibility for the issuance of the Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and

estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and City Clerk-Treasurer and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 13. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the City with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the City, also be invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City for deposit in the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which may be United States Treasury

Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 14. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Commission and the City hereby covenant to the purchasers and the holders of the Bonds from time to time that the City will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 15. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holder or holders of the Bonds and shall be and remain irrevocable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided.

Section 16. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 17. The title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in an Ordinance (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on March 8, 2023. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, GENERAL OBLIGATION BONDS, SERIES 2023, IN THE PRINCIPAL AMOUNT OF \$750,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF, AND SECURITY

FOR, PAYMENT; PROVIDING FOR THE AWARD AND SALE OF THE BONDS TO THE PURCHASER AND THE PRICE TO BE PAID BY THE PURCHASER FOR THE BONDS; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of the City of Truth or Consequences, New Mexico, General Obligation Bonds, Series 2023 in the aggregate principal amount of \$750,000; approves the sale of the bonds to the New Mexico Finance Authority pursuant to a bond purchase agreement; provides for the form of the bonds; provides for levy of taxes to pay the principal of and interest on the bonds; makes certain covenants with the bond purchaser; and provides other details concerning the bonds. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

[End Form of Notice]

Section 18. All acts and resolutions in conflict with this ordinance are hereby rescinded, annulled and repealed.

[Signature Page Follows]

PASSED, APPROVED, AND ADOPTED THIS 8TH DAY OF MARCH, 2023.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

Commissioner _____ then moved adoption of the foregoing ordinance, duly seconded by Commissioner _____. The motion to adopt said ordinance, as amended, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Absent:

_____ () Commissioner having voted in favor of said motion, the motion to suspend the rules was thereupon declared by the Mayor to have passed.

After consideration of the matters not relating to the ordinance, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

Dated this 8th day of March, 2023.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

**CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
GENERAL OBLIGATION BONDS, SERIES 2023**

JANUARY 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DATE	ACTION	RESPONSIBLE PARTIES
Wednesday, January 18, 2023	Distribute Finance Authority Application Resolution	Modrall
Wednesday, January 25, 2023	City Commission approves Finance Authority Application Resolution	City Bosque Modrall
Monday, January 30, 2023	Distribute Draft Bond Ordinance	Modrall
Wednesday, February 8, 2023	City Commission First Reading	City Modrall
Thursday, February 9, 2023	Submit Notice of Meeting and Intent to Adopt Ordinance to the <i>Sierra County Sentinel</i>	Modrall

DATE	ACTION	RESPONSIBLE PARTIES
Friday, February 17, 2023	Publish Notice of Meeting and Intent to Adopt Ordinance in the <i>Sierra County Sentinel</i>	Newspaper
Thursday, February 23, 2023	New Mexico Finance Authority Board Meeting to Approve City Application	NMFA City
Thursday, March 2, 2023	Distribute Draft Bond Purchase Agreement	Sutin
Friday, March 3, 2023	Comments due on draft Bond Ordinance	All
Monday, March 6, 2023	Distribute Revised Draft of Bond Ordinance	Modrall
Tuesday, March 7, 2023	Finance Authority Sets Final Interest Rates; City Signs Delegation Certificate	Finance Authority City Bosque
Wednesday, March 8, 2023	Adopt Bond Ordinance	City Modrall
Thursday, March 9, 2023	Submit Notice of Adoption of Bond Ordinance for Publication in the <i>Sierra County Sentinel</i>	Modrall
Friday, March 17, 2023	Publish Notice of Adoption of Bond Ordinance in <i>Sierra County Sentinel</i>	Newspaper
Friday, March 17, 2023	Distribute Draft Closing Documents	Modrall
Friday, March 24, 2023	Comments due on Closing Documents	All

DATE	ACTION	RESPONSIBLE PARTIES
Week of April 10, 2023	Pre-Closing, Document Signing	All
Monday, April 10, 2023	30-day Limitation of Action Period expires	All
Friday, April 21, 2023	Closing (by telephone)	All

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: H.1

SUBJECT: Discussion/Action: Resolution No. 32 22/23 Confirming the City of Truth or Consequences to Participate in The Department of Transportation Municipal Arterial Program Local Government Road Fund Program

DEPARTMENT: Community Development

DATE SUBMITTED: March 2, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Application is for reconstruction of Pershing Street from north of Main Street to Second Street and Second Street from Pershing Street to Date Street, including new curb & gutter, sidewalk, ADA accessibility, and adjustment to existing utilities as required to accommodate new roadway improvements. If awarded, City Commission will be required to accept the award and allocate cash match.

Recommendation:

Approve Resolution 32 22/23

Attachments:

- Resolution 32 22/23
- NMDOT MAP Call for Project Letter
- Entity Project Tracking Form

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 3-8-2023

*Amanda Forrester
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.torcum.org*

*Destiny Mitchell
Commissioner*

*Shelly Harrelson
Commissioner*

*Bruce Swingle
City Manager*

RESOLUTION NO. 32 22/23

A RESOLUTION CONFIRMING THE CITY OF TRUTH OR CONSEQUENCES TO PARTICIPATE IN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION MUNICIPAL ARTERIAL PROGRAM LOCAL GOVERNMENT ROAD FUND PROGRAM

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

WHEREAS, The City of Truth or Consequences will have available funds representing the total cost of the proposed project and will be available when the agreement becomes effective, and;

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

NOW, THEREFORE, BE IT RESOLVED THAT, the Governing Body of the City of Truth or Consequences, New Mexico approves participation in the scope of work and cost for the FY 2023/2024 Municipal Arterial Program,

BE IT RESOLVED, that City Manager Bruce Swingle is hereby designated as the City’s Representative on behalf of this application.

PASSED, APPROVED AND ADOPTED THIS 8th day of March 2023.

Amanda Forrester, Mayor

ATTEST:

Angela A. Torres, City Clerk

Attachment A – Scope of Work

Project Name: Pershing Street and Second Street Construction

Full-depth reconstruction of Pershing Street from north of Main Street to Second Street and Second Street from Pershing Street to Date Street, including new curb & gutter, sidewalk, ADA accessibility, and adjustment to existing utilities as required to accommodate new roadway improvements.



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

January 9, 2023

Mr. Bruce Swingle, City Manager
Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901

Dear Mr. Bruce Swingle:

The Project Oversight Division is soliciting applications for the Department's Municipal Arterial Program (MAP) for fiscal year 2024. The purpose of the MAP program is to assist municipalities in project development; construction, reconstruction, improvement, maintenance, repair, and right-of-way and material acquisition of and for those streets that are principal extensions of rural state highways and of other streets not on the state highway system but determined to qualify under designated criteria. In general, the criterion for eligibility is the degree to which the route would assist in the distribution of state highway system traffic. As a "rule of thumb", the four general criteria are designated as:

1. A through extension of state highway routes;
2. Major connections between state highway routes;
3. Major streets of particular service to state highways; or
4. Major local service streets.

The request package shall include the following:

1. A map of the project limits (including proposed phasing),
2. Current and 20 year projected traffic volumes (ADT, DHV, and percent heavy traffic),
3. Pavement design criteria (10 year Minimum),
4. Typical section,
5. Major intersection and traffic signal analysis (including warrants),
6. Drainage reports,
7. A preliminary cost estimate (including department share and municipality share),
8. Local Government resolution of support for the project, and
9. A Project Data Sheet summarizing existing and Proposed Project information.

Please email application packets to Clarissa.Martinez@state.nm.us. The complete application must be received no later than close of business March 15, 2023. All incomplete applications will be returned to the municipality for submission the following year.

Sincerely,

Clarissa Martinez
POD State Grants Manager

Xc: Aaron Chavarria (acting), District 1 Engineer

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

FY 24 - LOCAL GOVERNMENT ROAD FUND PROGRAM

MAP PROJECT TRACKING

Bolded & *Italicized* information illustrates estimated time frame.

- ☐ Received request for project proposals from the Department of Transportation (NMDOT). (*January*)
 - ☐ Submitted complete project proposal (via email) - **must be before March 15th**. Proposal must include the following items to be considered for funding:
 - ☐ A map of the project limits (including proposed phasing);
 - ☐ Current and 20 year projected traffic volumes (ADT, DHV and percent heavy traffic);
 - ☐ Pavement design criteria (10 year Minimum);
 - ☐ Typical section;
 - ☐ Major intersection and traffic signal analysis (including warrants);
 - ☐ Drainage reports;
 - ☐ A preliminary cost estimate (including department share and municipality share);
 - ☐ Local Government resolution of support for the project; and
 - ☐ A Project Data Sheet summarizing existing and Proposed Project information.
 - ☐ Received notification of Commission's approval / denial from NMDOT. (*May*)
 - ☐ Received electronic version of agreement from NMDOT to sign. (*May*)
 - ☐ Electronically returned signed agreement (partially executed) AND RESOLUTION to NMDOT. (*June*)
- *** Remember - no aspect of the project can begin before a fully executed agreement is in place. See next step.**
- ☐ Received fully executed agreement from NMDOT on _____. (*June - August*) (**Agreement MUST be fully executed by October 31st**)

- ☐ Obtain applicable clearances and keep a copy of each in the project file. **

☐ Environmental - required on all state funded awards

If your project has any federal funding, if you are acquiring federal land, or if your project effects an NMDOT right-of-way, you must obtain the following additional clearances:

- ☐ Utility
- ☐ ROW
- ☐ Railroad
- ☐ ITS
- ☐

****Be sure that a copy of each of your clearances is submitted to my office as you receive them. I will be unable to pay any portion of your award until I have received a copy of all applicable clearances on your project.**

- ☐ Sent "Certification of the Pre-Construction Contract Phase" (Certification No. 1, pages 12, 13 & 14 of Map Agreement) *(no later than June 30, 2024)*

***** Reminder - Certification of the Pre-Construction Contract Phase is due in our office prior to project construction.**

- ☐ In the event a contractor is hired for the project, you have two important requirements:

☐ If you adopt and use the NMDOT Standard Specifications for your project (and most Local Entities do) then the **Prequalification Rule** applies to the contractors who submit bids for your project.

- "Prequalification of bidders is a condition for submitting a bid as authorized by the New Mexico Procurement Code, NMSA 1978, 13-1-82 and 13-1-134. Bidders shall be prequalified in accordance with the requirements of the Department's prequalification regulations, 18.25.5 NMAC. The failure of a bidder to be prequalified shall render the bid non-responsive and the bid shall be rejected."
- You can find information on the Contractor Prequalification Rule by going to the following link:

<https://www.dot.nm.gov/highway-operations-program/operations-support-division-director/construction-civil-rights-bureau/prequalification-requirements/>

- ☐ Require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. NMDOT is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to NMDOT and it shall state that coverage provided under the policy is primary over any other valid insurance.

- ☐ Email letter requesting disbursement. Be sure to include monetary amount requested as shown on agreement. *(As soon as Notice to Proceed is issued but no later than 2nd week of June, 2025.)*

- ☐ Included with letter are the following Department forms:

- ☒ Progress Schedule (estimate of working or calendar days)

- ☐ Notice of Award / Work Order

- ☐ Notice to Proceed

- ☐ Estimated Summary of Costs and Quantities

This can be done as soon as the Notice of Award / Work Order and Notice to Proceed have been issued. All documents including letter requesting disbursement must show:

- ☐ scope of work; *(Must match exact wording as approved by Commission-see page 1, section one-Purpose-on your cooperative agreement)*

- ☐ route designation;

- ☐ termini;

- ☐ agreement Control Number.

- ☐ Received disbursement from NMDOT. *(Approximately two weeks after request is submitted.)*

- ☐ Hold a Final Inspection of the project and be sure to include the NMDOT D1 LGRF Coordinator in the invitees.

- ☐ Emailed "Certification of the Construction Phase" (Certification No. 2, page 15 of MAP Agreement), "Professional Engineer's Certification" and "As-Built

Summary of Costs and Quantities" to NMDOT. *(Must be sent within 30 days of project completion.)*

Reminder: Your MAP project termination date is June 30, 2025.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: H.2

SUBJECT: Approval of Resolution No. 33 22/23 for the Sale of Surplus Property (non-usable transformers).

DEPARTMENT: Clerk's Office

DATE SUBMITTED: March 3, 2023

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Bo Easley, Electric Division Director

Summary/Background:

The City Electric Department has 87 old/unusable transformers that they would like to sale. The city received offers from Sunbelt Solomon, Emerald Transformer, and UTB Transformers. If approved by the governing body, said items will be advertised in accordance to Section 3-54-2 of the New Mexico State Statues.

Recommendation:

Approve Resolution No. 33 22/23 for the advertisement and Sale of Surplus Property for non-usable transformers.

Attachments:

- Resolution No. 33 22/23
- Supporting documentation

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Resolution No. 33 22/23 Ordinance No. N/A

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 3-8-2023



RESOLUTION NO. 33 22/23

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

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

Whereas, Pursuant to Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences serves notice that the City has received offers from Sunbelt Solomon, Emerald Transformer and UTB Transformers for the sale of PCB transformers. Such sale is pending results after a public advertisement.

NOW THEREFORE BE IT RESOLVED THAT:

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

PASSED, APPROVED AND ADOPTED this 8th day of March, 2023.

ATTEST:

Amanda Forrister, Mayor

Angela A. Torres, CMC, City Clerk



PROPERTY DISPOSAL REQUEST FORM

PROPERTY ASSIGNED TO:

Date: January 31, 2023

Department: ELECTRIC

Department: ELECTRIC

Location: POLE YARD

Individual:

Supervisor: BO EASLEY

The following item(s) of controlled property need to be disposed of other than Departmental transfers:

	ITEM 1	ITEM 2	ITEM 3
Quantity:	87		
Tag Number:	N/A		
License # if any	N/A		
Brand/Model:	See attached documents		
Description:	TRANSFORMERS		
Serial/Vin #:	N/A		
Original Amount:			
Will This be Sold at Auction?	NO		
Reason :	OLD/USED		

Fill in all spaces where applicable & submit to the Finance Department within 5 working days.

(Attach additional sheets if more than 6 items)

RELEASE REQUESTED BY:

Employee Signature

Department Head Signature

Title

Date

Date

CITY MANAGER SIGNATURE ONLY

APPROVES PROCESS TO BEGIN;

SIGNATURE DOES NOT

AUTOMATICALLY APPROVE

DISPOSAL.

CONTACT FINANCE DIRECTOR

APPROVED:

City Manager Signature

Date

FINANCE DIRECTOR OR DESIGNEE

RESOLUTION #

Date entered into system:

COMMISSION MEETING DATE:

By:

This form is to be used for any inventory marked for disposal; must also accompany items set for auction.

Original to Finance Department. Copies to: Requestor, Department Head

FINANCE DIRECTOR WILL WORK WITH CITY CLERK

Note: Property cannot be disposed of until approved by the Commission and by the Office of the State Auditor after 30 calendar days. Please check with the Finance Department.



SUNBELT SOLOMON

UNPARALLELED POWER SOLUTIONS

Offer to Purchase: **Q-71016**

Date: 1/19/2023

To: Bo Easley
City of Truth or Consequences
Truth or Consequences, New
Mexico

From: Ciera Lagroon
Sales Support
+1 7858191872
clagroon@solomoncorp.com

Prepared by: Jan Sexton
Procurement Specialist
+1 7852635180
jsexton@solomoncorp.com

QTY	PRODUCT	
87	Single Phase Pole Mounts 10KVA - 75KVA • \$2.50/KVA - CASH	

- Units must be Non PCB - If unit is PCB Contaminated, no payment will apply.
- Customer to provide lifting of each unit onto our truck
- All leaking units must be DOT Bagged

Origin: Truth or Consequences, NM 87901 | **Destination:** Solomon, KS 67480 | **FOB:** Origin

Pickup Schedule: Standard

Trailer Staging: No | **Dead Head Pickup:** TBD

Manifest Required: No | **Permits Required:** TBD

Unless otherwise indicated in notes above, the following conditions apply to this Offer to Purchase:

Units are to be PCB "Non- Detectable" less than 50 PPM – additional cost for testing, processing, disposal may apply for over 50 PPM, including potential return of equipment to seller and/or seller noted as "originator" of the waste. Liquid filled transformers are to be filled with fluid. All equipment is expected to be electrically sound. Seller is responsible for all rigging and loading of equipment. Standard payment terms are Net 30 days from invoice date. Invoice date should align with shipment/pick up. An invoice is required for timely payment. Invoices can be emailed to the Buyer or to sellsurplus@sunbelt-solomon.com. Please reference Sunbelt Solomon Purchase Order number on the invoice. Payments are made via check. ACH can be accommodated.

If the Quotation is for Company to perform evaluation services on Customer-owned equipment (e.g. for Company to determine how/if the piece of equipment failed and/or whether it can be repaired), then the provisions of terms and conditions will apply which include (among other provisions) risk of loss remaining with Customer and Company only being liable for damage to this equipment to the extent of its gross negligence or willful misconduct.

Offers are valid for five (5) calendar days, after which the buyer reserves right to revise. Allow two (2) calendar weeks to schedule pick up from date of Purchase Order.



Quote Number: 00002611

Date: 1/23/2023

Truth or Consequences Electric Utility
505 Sims
Truth or Consequences, NM 87901

Dear Bo,

Thank you for considering Emerald Transformer for your transformer/electrical equipment recycling and PCB disposal needs. Emerald Transformer has the proper permits and licensing for the acceptance and disposal of the waste streams identified in this quotation.

Emerald Transformer offers our clients a broad spectrum of environmental services and can dispose of hazardous material at or through an Emerald Transformer owned and operated facility. In addition to managing your PCB waste streams and obsolete electrical equipment, Emerald Transformer also provides:

- Transformer and Equipment Refurbishment
- Facility Decontamination/Remediation Services
- PCB Contaminated Oil Retrofilling
- Transformer and Equipment Decommissioning-Including PCB Disposal
- Oil Processing and Laboratory Analysis
- Transformer and Equipment Parts
- In-Field Technical Services

We appreciate the opportunity to be of service. If you have any questions regarding this proposal, please contact me at +1 602-824-2820.

Sincerely,

Mary Van Kirk
Sales & Business Development Representative



Emerald Transformer is pleased to provide this proposal based on the scope of work and general conditions outlined below.

Emerald Transformer will provide transportation and disposal of equipment located in Truth or Consequences, NM:

Product Name	Code	Sale Price	Quantity	Total Price
AZ - <2 PPM PCB transformers	D80S	2.00	87.00	\$3540.00

Grand Total Payout: \$3540.00

Sales Tax: Taxes will be added for product delivered to or picked up by customers unless a tax exempt or resale certificate is provided with purchase order.

Note: Any units that contain PCB 50-499 PPM will be charged \$1.49 per pound and units containing PCB 500+ PPM will be charged \$1.98 per pound.



GENERAL CONDITIONS AND PROJECT ASSUMPTIONS

Except where superseded by an existing services agreement, the following terms and conditions apply to this quoted business:

- Emerald Transformer guarantees rates are firm for 30 days. Any orders for recycled materials placed 30 days after quote date may be renegotiated. Any decrease or increase greater than 10% in commodity values will prompt a pricing revision.
- Quote is based on estimated volumes, weights, and/or quantities. Invoicing will be based on actual volumes, gross weights, and/or quantities received.
- A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice.
- Pricing includes one hour of demurrage per trip. Demurrage will be charged at \$150/hour after one hour per trip.
- Pricing for disposal of transformers is based on all the internal components being in place when Emerald Transformer receives the unit.
- If the material is rejected due to non-conformance, the customer will be responsible for return freight, or additional handling and disposal fees.
- If the customer cancels a scheduled pickup with less than 48 hours' notice, the customer may incur cancellation fees.
- Per EPA regulations, Emerald Transformer will charge an e-Manifest fee where required.
- Customer must provide current (less than one year old) PCB analytical results from a state certified lab when placing the order or Emerald Transformer will charge per test after material is received.
- Equipment with customer certified analytical test data is subject to re-testing upon receipt. If Gas Chromatographic results indicate PCB concentrations are greater than 49 PPM PCB. Then it shall be the responsibility of the customer/owner to incur all resulting disposal charges.
- On drummed or bulk oil, customer must also provide silicon analysis from a state certified lab at time of order, or Emerald Transformer will charge per sample.
- Prices for PCB items are only effective if the items are received within eight (8) months of their out-of-service date (OSD). The OSD for PCB materials should be clearly identified in Section J of the manifest. PCB items with OSDs exceeding eight months will be surcharged as follows:
 - Received over eight (8) months from OSD = 1.25 x base price.
 - Received over nine (9) months from OSD = 1.50 x base price.
 - Received over ten (10) months from OSD = 2.00 x base price.
- Pricing assumes that customer will load equipment onto Emerald Transformer's vehicle
- Emerald Transformer must be given free and unrestricted access to the job site.
- Emerald Transformer will provide completed manifest, all necessary labels, and certificate of destruction on regulated materials.



- Electrical equipment to be loaded full of liquid unless otherwise noted and must be non-leaking.
- All electrical equipment is to be de-energized, disconnected and removed from its operating location.
- Materials that exceed 11'6" high or 8' wide will not be loaded on our trailer. Emerald Transformer will provide quote to re-size.
- Emerald Transformer's standard credit terms are Net 30 days.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state, and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. If such agreement cannot be reached, Emerald Transformer reserves the right to decline to enter into such an agreement without prejudice or penalty.

For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number.

Signed: _____

Date: _____

Purchase Order Number: _____



UTB Transformers
3310 N Old Hwy 91
Nephi, UT 84648
Office: 855-214-0975
www.utbtransformers.com

The Power of Options

New · Reconditioned · Rewound · Purchase · Service

City of Truth or Consequences
01-30-23

Proposal to Purchase:
1827.5 kVA Surplus Polemount Transformers

UTB will offer \$2.00 per kVA for the equipment as described above.

Terms and Conditions are as follows:

Terms & Conditions:

- Seller will load transformers onto truck provided by UTB
- UTB will take care of all transportation costs
- Seller will provide PCB reports showing the units have less than 49ppm PCB content.
- This offer is valid for 20 days

Thank you,

Nikki Westfall
Inside-Sales
UTB Transformers

29

if Small Material	Material	Non-PCB	High Voltage	Low Voltage	CSR Y/N	Item (Pad/Pole etc)	PCB (only marl)
604078	49802	25	24940/14400	120/240	N	Pole	Non-PCB
2825-2186	15 Kva	7200/12470	120/240	CSP Pole			Non-PCB
901053120	25 Kva	7200/12470	120/240	CSP Pole			Non-PCB
71133531	15 Kva	7200/12470	120/240	CSP Pole			Non-PCB
691-2186	10 Kva	7200/12470	120/240	CS pole			Non-PCB
A161915	25 Kva	7200/12470	120/240	CS pole			- 28 PCB
03450806	15 Kva	7200/12470	120/240	CSP Pole			Non PCB
02078432	10 Kva	7200/12470	120/240	CSP Pole			Non PCB
127773	50 Kva	7200/12470	120/240	CSP Pole			Non PCB
1129396	15 Kva	7200/12470	120/240	CSP Pole			non PCB
1129433	25 Kva	multi	120/240	CS pole			non PCB
1129429	25 Kva	multi	120/240	CS pole			non PCB
A503297	25 Kva	7200/12470	120/240	CSP pole			non PCB
1128970	10 Kva	7200/12470	120/240	CSP pole			non PCB
703-1286	10 Kva	7200/12470	120/240	CS pole			non PCB
701-2186	10 Kva	7200/12470	120/240	CS			non PCB
58182095	10 Kva	7200/12470	120/240	CS pole			non PCB
1132279	15 Kva	7200/12470	120/240	CSP pole			non PCB
2092	25 Kva	7200/12470	120/240	CSP pole			non PCB
1063399	15 Kva	7200/multi	120/240	CSP			non PCB
1069273	25 Kva	multi	120/240	CSP			non PCB
1133536	15 Kva	7200/12470	120/240	CSP			non PCB
377-2086	15 Kva	7200/12470	120/240	CSP			non PCB
1129454	25 Kva	7200/12470	120/240	CS			non PCB
1127621	15 Kva	7200/12470	120/240	CS			non PCB
705-1286	10 Kva	7200/12470	120/240	CS			non PCB
706-2186	10 Kva	7200/12470	120/240	CS			non PCB
58172095	10 Kva	7200/12470	120/240	CS			non PCB
2A161914	25 Kva	7200/12470	120/240	CS			non PCB

871128387	25 kVA	7200/12470	120/240	CSP	non PCB
851126314	15 kVA	multi	120/240	CSP	non PCB
831136606	50 kVA	multi	120/240	CSP	non PCB
RT901037640	50 kVA	7200/12470	120/240	CS	non PCB
RT901037641	50 kVA	7200/12470	120/240	CS	non PCB
RT901037642	50 kVA	7200/12470	120/240	CS	non PCB
831136609	50 kVA	multi	120/240	CSP	non PCB
2572281905	15 kVA	7200/12470	120/240	CS	non PCB
871127631	15 kVA	7200/12470	120/240	CS	non PCB
2885182300	10 kVA	7206/12470	120/240	CSP	non PCB
2158692095	10 kVA	7200/12470	120/240	CS	non PCB
831129452	25 kVA	multi	120/240	CS	non PCB
831129435	25 kVA	multi	120/240	CS	non PCB
3302078441	10 kVA	7200/12470	120/240	CSP	non PCB
8711288901	10 kVA	7200/12470	120/240	CS	non PCB
83113444	10 kVA	multi	120/240	CS	non PCB
871128893	10 kVA	7206/12470	120/240	CS	non PCB
871127766	15 kVA	7200/12470	120/240	CSP	non PCB
2572271905	15 kVA	7206/12470	120/240	CS	non PCB
871127627	15 kVA	7206/12470	120/240	CS	non PCB
A1911634808	25 kVA	7200/12470	120/240	CSP	non PCB
371127687	25 kVA	7200/12470	120/240	CS	non PCB
851128399	25 kVA	multi	120/240	CSP	non PCB
42836-2186	15 kVA	7200/12470	120/240	CSP	non PCB
85112630	15 kVA	multi	120/240	CSP	non PCB
31129431	25 kVA	multi	120/240	CS	non PCB
831129457	25 kVA	multi	120/240	CS	non PCB
09810489	25 kVA	7200/12470	120/240	CS	non PCB
09A101486	25 kVA	7200/12470	120/240	CS	non PCB

092101492	25 kVA	7200/12470	120/240	CS	non PCB
1973091006	15 kVA	multi	120/240	CSP	non PCB
2572251905	15 kVA	7200/12470	120/240	CS	non PCB
1972931006	15 kVA	multi	120/240	CSP	non PCB
874112769	25 kVA	7200/12470	120/240	CS	non PCB
51710676346	37.5 kVA	7200/12470	120/240	CSP	non PCB
831129428	25 kVA	multi	120/240	CS	non PCB
831129427	25 kVA	multi	120/240	CS	non PCB
831134441	10 kVA	multi	120/240	CS	non PCB
831134438	10 kVA	multi	120/240	CS	non PCB
851076007	15 kVA	multi	120/240	CS	non PCB
851076008	15 kVA	multi	120/240	CS	non PCB
851076009	15 kVA	multi	120/240	CS	non PCB
0302080948	15 kVA	7200/12470	120/240	CSP	non PCB
851025433	25 kVA	multi	120/240	CS	non PCB
871127693	25 kVA	7200/12470	120/240	CS	non PCB
980510358	25 kVA	7200/12470	240/480	CS	non PCB
871128897	10 kVA	7200/12470	120/240	CS	non PCB
871128898	10 kVA	7200/12470	120/240	CS	non PCB
1803520806	15 kVA	7200/12470	120/240	CSP	non PCB
78112486003	25 kVA	7200/12470	120/240	CS	non PCB
831129436	25 kVA	multi	120/240	CS	non PCB
831063405	15 kVA	multi	120/240	CSP	non PCB
851025432	25 kVA	multi	120/240	CS	non PCB
9804490990	50 kVA	7200 7200/12470	120/240	CSP	non PCB
871128394	25 kVA	7200/12470	120/240	CSP	non PCB





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: H.3

SUBJECT: Approval of Resolution No. 34 22/23 for the Sale of Surplus Property (Aluminum & Steel Poles).

DEPARTMENT: Clerk's Office

DATE SUBMITTED: March 3, 2023

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Bo Easley, Electric Division Director

Summary/Background:

The City Electric Department has 24 Aluminum Poles and 37 Steel Poles that they would like to sale. If approved by the governing body, said items will be advertised in accordance to Section 3-54-2 of the New Mexico State Statues.

Recommendation:

Approve Resolution No. 34 22/23 for the advertisement and Sale of Surplus Property for Aluminum Poles and Steel Poles.

Attachments:

- Resolution No. 34 22/23
- Supporting documentation

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Resolution No. 34 22/23 Ordinance No. N/A

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 3-8-2023



RESOLUTION NO. 33 22/23

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

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

Whereas, Pursuant to Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences serves notice that the City will be advertising for the sale of 24 Aluminum Poles and 27 Steel Poles. Such sale is pending results after a public advertisement.

NOW THEREFORE BE IT RESOLVED THAT:

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

PASSED, APPROVED AND ADOPTED this 8th day of March, 2023.

ATTEST:

Amanda Forrister, Mayor

Angela A. Torres, CMC, City Clerk



PROPERTY DISPOSAL REQUEST FORM

PROPERTY ASSIGNED TO:

Date: January 31, 2023

Department: ELECTRIC

Department: ELECTRIC

Location: POLE YARD

Individual:

Supervisor: BO EASLEY

The following item(s) of controlled property need to be disposed of other than Departmental transfers:

	ITEM 1	ITEM 2	ITEM 3
Quantity:	24	37	
Tag Number:	NA	NA	
License # if any	NA	NA	
Brand/Model:	ALUMINUM POLES	STEEL POLES	
Description:	ALUMINUM POLES	STEEL POLES	
Serial/Vin #:	N/A	NA	
Original Amount:			
Will This be Sold at Auction?	NO	NO	
Reason:	OLD/USED	OLD/USED	

Fill in all spaces where applicable & submit to the Finance Department within 5 working days.

(Attach additional sheets if more than 6 items)

RELEASE REQUESTED BY:

Bo Easley Electric Director 1/31/2023

Employee Signature Title Date

Bo Easley 1/31/2023

Department Head Signature

Date

APPROVED:

City Manager Signature

Date

CITY MANAGER SIGNATURE ONLY
APPROVES PROCESS TO BEGIN;
SIGNATURE DOES NOT
AUTOMATICALLY APPROVE
DISPOSAL.
CONTACT FINANCE DIRECTOR

FINANCE DIRECTOR OR DESIGNEE

RESOLUTION #

Date entered into system:

COMMISSION MEETING DATE:

By:

This form is to be used for any inventory marked for disposal; must also accompany items set for auction.

Original to Finance Department. Copies to: Requestor, Department Head

FINANCE DIRECTOR WILL WORK WITH CITY CLERK

Note: Property cannot be disposed of until approved by the Commission and by the Office of the State Auditor after 30 calendar days. Please check with the Finance Department.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: H.4

SUBJECT: Publication of Ordinance No. 748 An Ordinance Authorizing the Lease of Real Property, Pursuant to Section 3-54-1 NMSA 1978

DEPARTMENT: City Manager's Office

DATE SUBMITTED: March 2, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

Publication of Ord. No. 748 for the lease of real property (Water Tank Site on Pershing St., Truth or Consequences).

Recommendation:

Approve

Attachments:

- Ordinance 748
- -

Fiscal Impact (Finance): Yes

\$480,000.00

Legal Review (City Attorney): Yes

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. 748

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 3-8-2023

ORDINANCE No. 748

**AN ORDINANCE AUTHORIZING THE LEASE OF REAL
PROPERTY, PURSUANT TO SECTION 3-54-1 NMSA 1978.**

A. WHEREAS, the City of Truth or Consequences, New Mexico (the "City") is a legally created, established, organized and existing incorporated municipality under the constitution and laws of the State of New Mexico; and

B. WHEREAS, the City owns certain real property located within its boundaries specifically described as follows:

.230 acre in S½, SE¼ of Section 28, Township 13 South, Range 4 West, NMPM, commonly referred to as the Water Tank Site on Pershing Street in Truth or Consequences, Sierra County, New Mexico.

Please see attached as Exhibit 1 a legal description dated January 13, 2022 from Chaparral Surveying, LLC.

C. WHEREAS, the City has negotiated a Lease Agreement with American Tower ("Tenant"), whereby the City shall lease its interest in and to the above-described property to the Tenant; and

D. WHEREAS, under Section 3-54-1 NMSA 1978, the City is required to obtain an appraisal from a qualified appraiser of any property to be leased, and said appraisal was prepared by Lee Morris of Morris Appraisal Services, Inc. dated August 25, 2022; and

E. According to the aforesaid appraisal, the appraiser opined as follows: "Therefore, by reason of my research of the current market, and by virtue of my experience, I have formed the opinion that the market rent for the ground lease as stated as of the effective date of this report was: **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** per year.

F. The contemplated rental is a one-time up front payment of \$300,000.00 to be paid at the inception of the Lease. The Lease shall be for a 99 year term commencing upon the effective date of this Ordinance.

G. The Lessee of the proposed agreement shall be American Tower Corporate Limited Liability Company. A copy of the following documents are attached hereto as **EXHIBITS A and B**, and are incorporated into this Ordinance by reference.

1. Purchase and Sale Agreement.

2. Communications Facility Easement and Assignment of Tower-Related Ground Lease.

H. The City Commission has determined that it is in the best interests of the City to consummate the proposed transaction. Several of the reasons in support of proceeding with the proposed transaction include the following:

1. As noted above, the proposed payment of \$300,000.00 would be “up-front” at the inception of the Lease.
2. Proceeding with the proposed transaction represents the best use of the property. It would be otherwise difficult and costly to develop the property.
3. In the absence of entering into the proposed long term Lease Agreement, it is very speculative if the property could be used as a cell tower site in the distant future.
4. Operating and maintaining the property in its current use has been a labor-intensive endeavor the City. Entering into this proposed transaction would relieve the City of a significant, time-consuming burden.

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

Section 1. Authority. The City is authorized to lease interests in real property pursuant to the provisions of Section 3-54-1, N.M.S.A. (1978).

Section 2. Material Terms Lease Agreement.

A. The City shall lease the above-described property to the tenant in accordance with the terms described in **EXHIBITS A and B above.**

B. The Tenant acknowledged that it is leasing the property in an “as is” condition, and the City has made no warranties or representations regarding the Real Property, the status of its title, or its feasibility for development.

Section 3. Effective Date. This Ordinance shall be effective forty-five (45) days after its adoption.

Section 4. Severability. If any section, paragraph, clause or provision shall be held to be valid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

PASSED, ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF
____ 2023.

CITY OF TRUTH OR CONSEQUENCES

By _____
AMANDA FORRISTER, Mayor

ATTEST:

By _____
ANGELA TORRES, City Clerk

Chaparral Surveying, LLC

P.O. Box 625
Bloomington, New Mexico 87835
(505) 744-0334

January 13, 2022

LEGAL DESCRIPTION (0.250 ACRES-10,600 SQ. FT.)

A tract of land situate in the SW/4 of Section 28, Township 43 South, Range 4 West, NMPM., in the City of Truth or Consequences, Santa County, New Mexico, and more particularly described as follows, to-wit:

Beginning at the north corner of this tract, whence the SW/4 corner of Section 28, Township 43 South, Range 4 West, a 5/8" iron, brass N37°33'44"E, a distance of 2154.93 feet;

Thence, S85°00'00"E, a distance of 100.00 feet to the east corner of this tract;

Thence, S45°00'00"W, a distance of 100.00 feet to the south corner of this tract;

Thence, N45°00'00"W, a distance of 100.00 feet to the west corner of this tract;

Thence, N45°00'00"E, a distance of 100.00 feet to the point of beginning of the undivided tract, at containing 0.250 acres, (10,600 sq. ft.), of land, more or less.

This legal description was prepared from a field survey by David M. Serna, CMPLS 12129, for Chaparral Surveying, LLC, PLN dated January 12, 2022.

Legal

EXHIBIT "1"



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: I.1

SUBJECT: Discussion/Action: Summary Plat Amendment 702 N. Foch Street

DEPARTMENT: Community Development

DATE SUBMITTED: March 2, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Applicants wish to split the parcel at 702 N. Foch located in the R-2 District. Public hearing held at P & Z Meeting 2-13-2023. Board recommended approval unanimously.

Recommendation:

Accept/Deny P & Z Commission recommendation

Attachments:

- Planning and Zoning Agenda Packet
- Draft P&Z Meeting Minutes (Applicable section highlighted)

Fiscal Impact (Finance): No

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 3-8-2023



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 2-13-2023

ITEM: Discussion/Action – Summary Plat Amendment 702 N Foch

BACKGROUND:

Applicants wish to split the parcel at 702 N Foch located in the R-2 District. Parcel 1 is 90'W x 81'L; Parcel 2 is 59'W x 90'L. Standards for this district require minimum width of 60'. This amendment does not have the effect to significantly alter the impacts on utilities, drainage, or traffic. Both parcels will have access to City maintained street. All required documents have been submitted, applicable properties notified and fees paid.

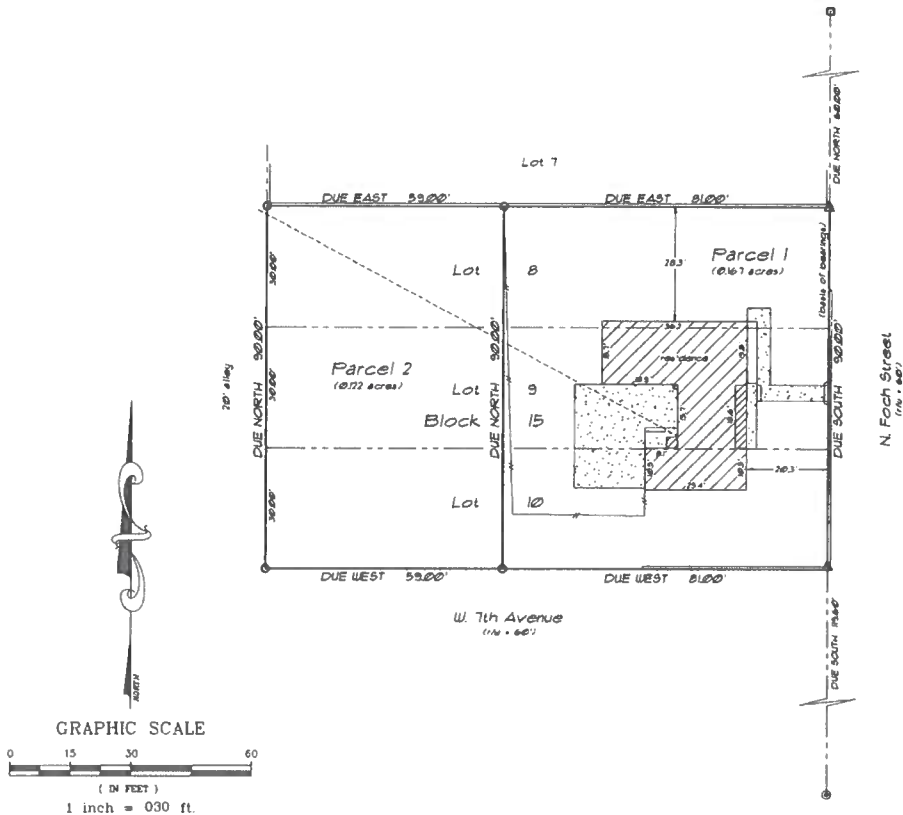
SUPPORT INFORMATION:

Plat Survey
Applicable Codes/Standards
Findings of Facts

Name of Drafter: Traci Alvarez	: Assistant City Manager	Meeting date: 2-13-23
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	

ALTERNATE SUMMARY PROCEDURE-SUMMARY PLAT

of the division of Lots 8, 9 and 10, Block 15, Original Townsite of Hot Springs,
into Parcel 1, (east 8100 feet of Lots 8, 9 and 10) and Parcel 2, (west 5900 feet of Lots 8, 9 and 10), Block 15,
in the City of Truth or Consequences, Sierra County, New Mexico



Notes:

- These parcels are subject to easements, restrictions and reservations of record.
- The parcels shown hereon are located within the boundaries of Flood Zone X, "area determined to be outside the 500-year flood plain".
- The hereon described parcels were created under the City of Truth or Consequences Subdivision Codes, Ordinance Number 555, (Chapter 15, Section 15, Alternate Summary Procedure).
- Property address is 702 N. 7th Street.
- Use drawing scale to determine measurements when not labeled.

ACKNOWLEDGEMENT

I, the undersigned owner of the hereon described property do hereby acknowledge, with my free consent and in accordance with my wishes and desires, the division of lots as shown on this plat.

Gordon S. Edelheit
Gordon S. Edelheit

STATE OF NEW MEXICO)
COUNTY OF SIERRA)

The foregoing instrument was acknowledged before me this 16th day of January, 2023 by Gordon S. Edelheit.

My Commission expires Aug 25, 2024 Tammy M. Gardner
Notary Public

ACKNOWLEDGEMENT

The City of Truth or Consequences does hereby acknowledge the division of lots as shown on this plat.

Mayor Date

Legend

- found 1/2" rebar w/survcap stamped "NPLS 13984" @
- found 1/2" rebar, (no survey identification) @
- set 1/2" rebar w/survcap stamped "NPLS 12129" @
- set "pk" nail in wall ▲
- panel fence ————
- block/rock wall ————
- overhead power lines - - - - -

Reference:

- Account No. 1146
- Book 139, Page 1566, (Warranty Deed)
- The City of Truth or Consequences Subdivision Codes, Ordinance No. 555, adopted May 23, 2006
- National Flood Insurance Program, Flood Insurance Rate Map for the City of Truth or Consequences, Sierra County, New Mexico, Community Panel No. 350013 00005 C, (effective date: July 16, 1996)
- Original Townsite of Hot Springs Subdivision Plat filed on March 10, 1927, (Plat No. 13-A-1)

December 15, 2022

STATE OF NEW MEXICO
NOTARY PUBLIC
TAMMY M. GARDNER
COMMISSION # 1129373
EXPIRES AUGUST 25, 2024

Chaparral Surveying, LLC
Professional Land Surveying

P.O. Box 675 Elephant Butte, New Mexico 87535

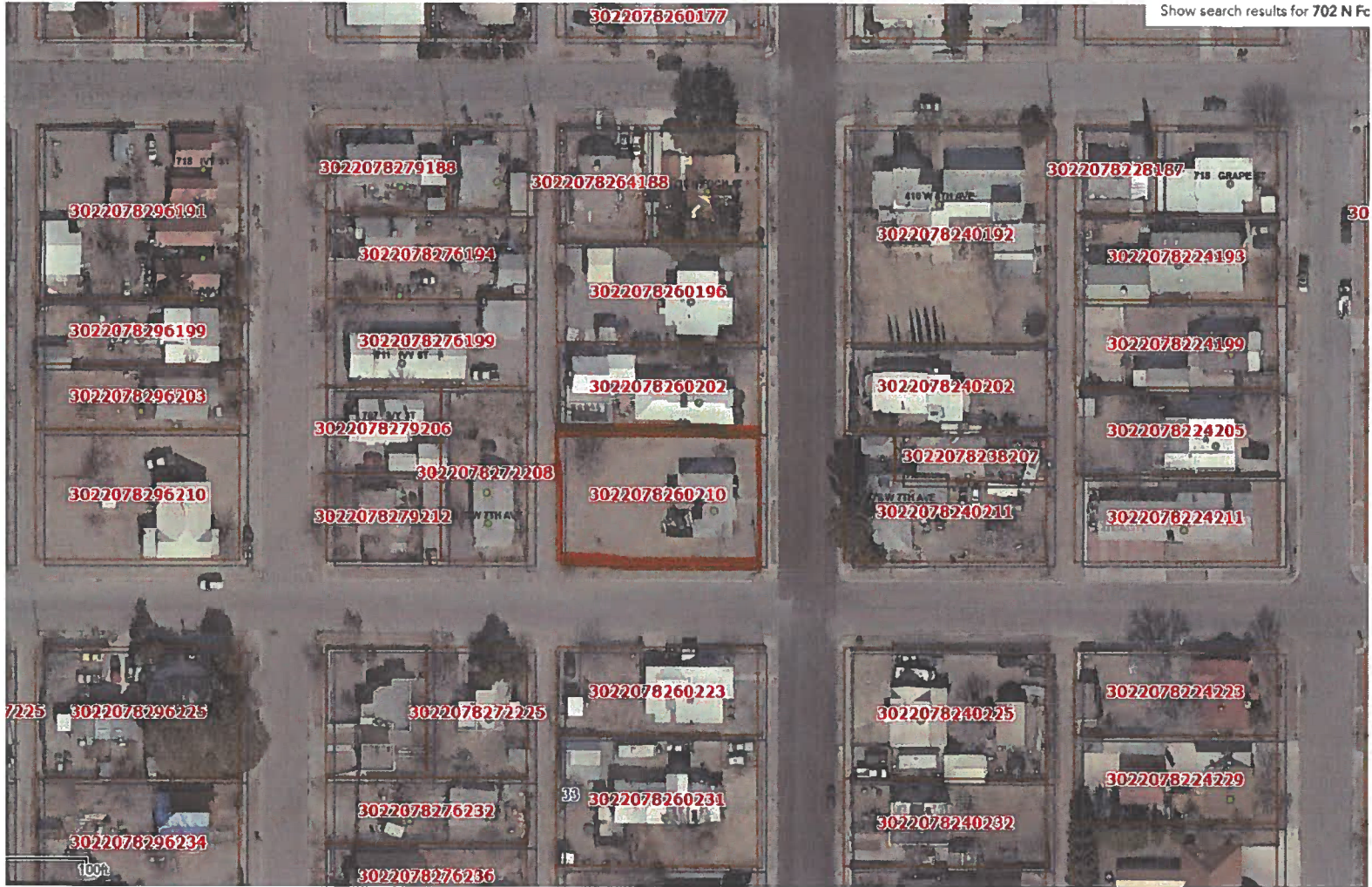
CERTIFICATE

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 Surveying in New Mexico.

David M. Sam
David M. Sam
New Mexico Professional Surveyor
License Number 1223

INDEXING INFORMATION FOR COUNTY CLERK
Gordon S. Edelheit (1146)
Original Townsite of Hot Springs
Section 33, Tshp. 13 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

Bruce Swingle
City Manager

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold Public Hearings during their regular scheduled meeting on Monday, February 13, 2023 to receive input regarding the following:

1. Public Hearing/Discussion/Action: Request for a Summary Plat Amendment at 702 N. Foch Street.

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) 952-0565 or by email at talvarez@torcnm.org.

The agenda may be obtained on Friday, February 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, January 20, 2023

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
Monday, February 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, February 13, 2023 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Susan Buhler, Vice Chairman
Esther Luchini, Member - **ABSENT**
Eduardo Alicea, Member

ALSO PRESENT:

Bruce Swingle, City Manager
Traci Alvarez, Assistant City Manager
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

The following changes were made to the agenda to accommodate Code Enforcement Officer Sweeney; under New Business move 5d to 5a.

Chairman Sisney made a motion to approve the agenda with change.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

2. APPROVAL OF MINUTES OF JANUARY 9, 2023

Vice-Chairman Buhler asked to have the part where she asked City Manager Swingle if they could table the Forrister item and he said no.

Chairman Sisney made a motion to approve the minutes with changes.

Member Alicea seconded the motion.

Motion carried unanimously.

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

Diane Gunning spoke regarding the final building plans for Block 30 Palomas subdivision #3022079415169 (attached).

George Henson, 731 Wyona; commented on Diane Gunning's topic. Mr. Henson stated that he has lived here for 15 years and seen very few things built; he thinks that the board needs to have time and effort put in to figure out what is safe and sound for streets and drainages. He has taken pictures from above and the unfinished riff raff that has undercut the brand-new sidewalk along the main street to the new dollar store. The new dollar store hasn't finished any of their containments. The large expansive concrete is gonna be a big flow that goes onto the sidewalks and into the drainage that will be damned

up behind this guy's property. He has a background in plumbing and he understands what can happen if you don't drain something properly.

4. NEW BUSINESS:

a. Discussion/Action – EAA Airport Campsites, Assistant City Manager Alvarez

Assistant City Manager Alvarez gave an overview of the agenda item and then introduced Larry Mullenax from the EAA and the Airport Advisory board to better explain the plans for the airport.

Larry Mullenax explained that their intention is to provide a place for transient pilots, where they would fly in and park their planes and put up a tent under their wing and maybe have a small campfire. Their plan is to build 3 campsites at the south end of the tarmac; there will be a sunshade over the picnic tables at each location and a small fire ring. There will be an overnight fee charged for the pilots to stay; the City will work on that portion. There will be 3 tie downs. They would need to contact the airport in order to request an overnight stay.

Assistant City Manager Alvarez stated that once they get the approval from the Planning & Zoning Board and then the approval of FAA for you guys to proceed forward, they would task the Airport Advisory Board to start coming up with some guidelines working with the airport on what they would charge and what the process and procedure is, and that would be recommended to the City Commission for final approval. She stated that it is important to know that the EAA is funding this; this isn't something that the City or the airport budget has to do. The EAA is looking at their fundraisers to make this happen.

Vice-Chairman Buhler stated that wood and fire for our area could be dangerous and they make gas fire pits that are much safer and would be better than wood. She went on to say that she feels that this is a good idea and would be an attribute to our airport.

Vice-Chairman Buhler made a motion to approve the EAA Campsites.

Member Alicea seconded the motion.

Motion carried unanimously.

5. PUBLIC HEARINGS (5 Minute Rule Applies)

a. Public Hearing/Discussion/Action –Special Use Multi Animal Permit 1415 Platinum Street, Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman, members of the board, in your packet you have an application for the residence at 1415 Platinum for multi-animal permit. The application request is for 13 dogs. Animal control and code enforcement have inspected the residence and they've approved the application. You also have a copy of the current ordinance in your packet. Per our current ordinance a maximum of 7 animals are allowed on a multi-use however I think it's very important to note that before this ordinance took place, our applicants followed all City rules and they were doing the kennel permit which was the past procedure, so they have been in compliance with City, it's really our ordinance that has put them out of compliance. Applicants are in the audience here and with that we can open public hearing and I stand for questions.

Chairman Sisney: Alright, we have one name and that's Jessica Chavez.

Jessica Chavez: Ok, so I have 13 dogs and our oldest one is 10. The reason we have so many is our female, we let her outside when she was in heat and she had puppies. We kept all the litter but one and we decided when we were gonna keep them we took the mom and the babies and we got all fixed; so, they're all fixed, there's no more puppies to be had. We put up a whole privacy fence around our property so if people are walking by the dogs wouldn't intimidate them and people cannot intimidate

our dogs. They're chipped, we've always had them vaccinated, we've always kept up with our kennel license. We do have 4 males that are not fixed and we haven't got them fixed because none of the females can go into heat. I've never had any calls on me for animal control. I've never had any complaints from anybody. My dogs don't get out. As far as now, if I have to put any of my dogs down or if something happens, I'm not getting any more dogs. So, if something does happen and we have to put them down or they start passing away, we're not getting anymore, I already told my husband. My dogs are healthy. They don't get out of the yard. They don't bother anybody. We spend almost \$300 every 2 weeks to feed them. We would just like to keep our animals if we can; our dogs.

Chairman Sisney: Thank you. Does anyone have any questions for Ms. Chavez?

Member Alicea: You said that you have some female dogs that aren't fixed?

Jessica Chavez: No, I have 4 males that aren't fixed but all the females are. We put up a privacy fence. We turned our huge carport in that came with our house, we turned it into a dog kennel for them to sleep in at night. We do out our dogs up at 6:30 at night. They have heat lamps. In the summer time they have an air conditioner so they're very spoiled. But there's no more puppies, they're fixed. We spent about \$6000 to keep the dogs and we wanted to keep them because we felt that we let the female get pregnant and so it was our responsibility to take care of them instead of them ending up in the pound or in a bad home. And, the puppies are 6 now, so we've had them for 6 years.

Vice-Chairman Buhler: Well I commend you for keeping up with your application; I commend you for that.

Assistant City Manager Alvarez: Chairman and members of the board, animal control and code enforcement are here as well if you want to confirm the inspection.

Vice-Chairman Buhler: You checked off on everything, right?

Code Enforcement Officer Sweeney: Yes

Vice-Chairman Buhler: ok, and they've had all of their shots and everything? You've supplied that and no one is here to complain, so that's good.

Jessica Chavez: Thank you

Chairman Sisney: I have a question for the City. My question is if we got a problem with writing up these codes then what's the point? What's the point in writing these codes if everybody is just coming in and getting a variance? And then the ones that we disapprove City Council approves anyway.

City Manager Swingle: This applicant isn't requesting a variance. She's asking for a permit. She's trying to get a kennel permit. Kennel permits did not exist...a multi-animal, I'm sorry. That didn't exist in the past, it does now.

Chairman Sisney: Let me rephrase my question, because I'm actually not asking, I'm curious here. It just seems like pretty soon we're gonna be at a point where we're gonna have to approve everybody's request because we've approved everybody's request so far.

Assistant City Manager Alvarez: Chairman, members of the board if I may, I think the intent of this ordinance is to start getting a handle and control on the amount of animals that people are taking in. The ones that are coming to you now are ones have owned these animals for a long time and they've been in compliance with the City until we wrote the new ordinance, so to not approve somebody that's been in compliance for years, you're essentially asking them to get rid of or put down a pet that's been

in their family for a long time. The intent of the ordinance is, as we proceed forward to maybe guide people to not start having this many animals.

Chairman Sisney: Ok, so I just don't see how we're slowing anything down if these keep getting approved. We had those down on Caballo and we denied all of them and the City Council approved them all. And these were the people that were getting complaints. If we set a precedence, how are we gonna be able to deny anyone from here on out.

City Manager Swingle: Chairman, members of the committee, I think that the Commission approved; there were a number of alternatives that were listed, that you all even discussed, and they complied with all of those conditions that were set for the property owner and they made those changes. One was fencing, things of that nature, those things were done, so the Commission did approve them.

Chairman Sisney: We did not approve that; we did not make any recommendation.

City Manager Swingle: No, you declined those two, you voted against them.

Vice Chairman Buhler: Correct.

Assistant City Manager Alvarez: So, I think just like with our animal shelter, you can't solve everything overnight, but by having all of our animals in the shelter being spayed and neutered before they're adopted out, we're gonna see a lot less animals out there running around; it's gonna help with the population. That's the intent of this ordinance as well. You're not gonna see instantaneous results, but what we are gonna see is a lot less people within our community coming to you with multi-use because they're gonna stay within the allowable amount.

Vice-Chairman Buhler: Can I ask you a question, you just mentioned where people go and they adopt the animals, do they keep track of how many animals someone might adopt?

Assistant City Manager Alvarez: Yes

Vice-Chairman Buhler: Ok, that's good.

City Manager Swingle: I think something to remember, when we have the public hearings on these, when you have people that come and speak in opposition, if they're legitimate reasons, surely everyone can understand that, but if they're in a location that is not harming anyone, what's wrong with approving the permit?

Vice Chairman Buhler: You know the other thing is too Bruce, that the people that have a lot of animals, we have to know that those animals are cared for. They can't be abused or the animals have a right too, so I look at that too.

Chairman Sisney: My point is, if we keep saying no and it gets approved anyway, where's the teeth in the law? It just seems kind of a waste of time to me from what I've seen so far. And what about the people that complain and don't want to listen to people's dogs barking all the time? That was the problem on Caballo, is everyone that came up and spoke and said that they can't have church because the dogs are barking all the time. That's my point is because a lot of people don't want to listen to dogs barking.

City Manager Swingle: That's a perfect example Mr. Chair of they put up the fencing that was asked of them and the church came forward and said that the problem had been resolved, that the fencing solved their problem.

Chairman Sisney: That didn't come before us.

City Manager Swingle: No, that went to the Commission.

Assistant City Manager Alvarez: City Commission put it in as a public hearing.

Chairman Sisney: Alright, thank you for answering my question.

Member Alicea: In this situation with Jessica that they had this situation prior to this ordinance?

Assistant City Manager Alvarez: Everyone that's come to you so far has been a situation where they've had their animals prior to the ordinance, yes.

Member Alicea: Is there a way to resolve the situation without because we have been here and when we have this new situation with these codes, that its contrast with this situation.

Assistant City Manager Alvarez: I'm not sure what you're asking.

Member Alicea: I don't think that people like her situation should come necessarily here to beg for their dogs.

Assistant City Manager Alvarez: They're coming here through a process.

Member Alicea: This code is starting for new people.

City Manager Swingle: It's for both.

Member Alicea: She has all these dogs; she's concerned that she has to put them down because people don't want them to have them so is there a way to work differently. As long as you keep bringing them here, we're gonna have this situation, so people are upset. These codes are here.

Assistant City Manager Alvarez: So, you're asking us not bring these to the board if they're pre-existing already?

Member Alicea: When they're coming to us here, we're assuming like they're new.

Assistant City Manager Alvarez: So they're here and they're registering so that puts them in animal control and code enforcement put them kind of on their file so that they can regularly check the animals and then every year they'll have to come back and renew, so that we can ensure that she doesn't come back a year from now and all of a sudden she's requesting 15 dogs; then we'll know that she's not following the compliance. It's just a process and procedure. The applicant would like to know if she can speak.

Vice Chairman Buhler: Yes

Jessica Chavez: The way that I understood it and the reason I'm here, I'll follow any compliance if I have to go down to the 7 dog limit, I mean it will hurt me to have to pick and choose which dogs, but I want to follow every rule and we have since we decided to keep the dogs but the way that I understood it and the reason why I'm here is because I had always filed for a kennel license and now that the new ordinance because it's a multi-family license, I don't qualify for a kennel permit anymore because I don't run a business. So, I don't want you guys to feel that because I'm old to this whole thing and coming into this whole new ordinance, I'll follow any compliance that you guys want me to do. And I don't want this to have to be a make or break where...

Vice-Chairman Buhler: Traci, they sent out letters to the neighbors, right?

Assistant City Manager Alvarez: Correct, yes, everybody has been sent certified letters.

Jessica Chavez: I've never gotten a call; our dogs don't get out.

Vice-Chairman Buhler: You know, I think that you're doing it the right way; you're following the rules and I appreciate that so I'm good...

Jessica Chavez: That was my understanding to be here, I'm not trying to get grandfathered in because I've had this for the past 6 years. It's because I have to have the multi-animal because I can't qualify for a kennel permit anymore because I don't run a business.

Vice-Chairman Buhler: Now will she have to come back?

Assistant City Manager Alvarez: Yes, annually.

City Manager Swingle: Mr. Chair and members of the board, had we had complaints, we'd be having a whole different conversation. But there have been no complaints. The neighbors have been notified of this meeting today, this hearing today. Animal control verified that they haven't had any calls. They've inspected the property and it complies with all of their basic needs for the animals, so from our perspective, we don't see any reason not to approve it.

Chairman Sisney: Again, that was not my point. I appreciate the fact that she has no complaints. I would approve her request for that fact but the other ones, we have lots of complaints. So, I'm just saying that we're gonna get stuck where we're gonna have to how are we gonna be able to disapprove of anybody if we approve anybody who comes up; that was my point, that was all I was trying to say. So, on the topic, I make a motion to approve Ms. Chavez's request for a variance on the 7-animal limit...

Assistant City Manager Alvarez: We're not asking for a variance just for a multi-animal permit.

Vice-Chairman Buhler: It's a multi-animal permit application for 13 dogs.

Chairman Sisney: Ok, the variance on the multi-animal; multi-animal 7...

Assistant City Manager Alvarez: I understand what you're saying Chairman. Normally we would request variances from the code but the animal control ordinance doesn't fall under a variance request; that's more for a planning and zoning or building development standpoint. So, what we're requesting is that she be allowed a multi-animal special use permit allowing her to have the 13 dogs.

Chairman Sisney: Ok. I make a motion that we approve Ms. Chavez request for a multi-animal permit of 13 dogs.

Chairman Sisney made a motion to recommend the Special Use Multi-Animal Permit to the City Commission for final approval.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

b. Public Hearing/Discussion/Action – Summary Plat Amendment 702 N Foch Street, Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman, members of the board, applicant wishes to split the parcel at 702 Foch located in the R2 district. Parcel 1 is 90-foot-wide by 81 long. Parcel 2 is 59 wide by 90 long.

Standards for this district do require a minimum width of 60 foot. This amendment doesn't have any significant effect to alter any of our utilities, drainage, traffic; they'll both have access to City maintained street. Everything was submitted, they're just off by the required 1 foot for them to split the parcel. With that we can open the public hearing if there's any proponents or opponents and the applicants are here as well.

Gordan Edelheit: I have a picture of it, it's not even a foot, but the way the lot, it is a foot in the front and it's got the 60 foot in the back. It's off because of the way the corner, it's a corner lot and it's on the corner of 7th and Foch and this is the back part of it. It has an alley it's got plenty of access and the utilities and it can only improve the neighborhood rather than it just be an empty lot right now.

Chairman Sisney: So, you want to split the lot for the...

Gordan Edelheit: It was 3 lots in there so it's a lot and a half each.

Chairman Sisney: So, you're building a second house on that lot, how will they access that lot with an automobile?

Gordan Edelheit: On 7th and on the alley. So, it's both on the alley and on 7th Street.

Vice-Chairman Buhler: So, you're basically gonna separate (the board members were looking at a map of the lots to get an understanding from the applicant).

Assistant City Manager Alvarez: So, one parcel would have direct access to Foch Street which is a City maintained paved street and the other parcel would have direct access to 7th Street, which is also a City maintained street.

Chairman Sisney: Well, I can see that there has been lots on Foch already divided. Does anyone on the council have any questions?

Vice-Chairman Buhler: No

Chairman Sisney: I see no reason not approve it then.
I'm make a motion to approve Mr. Edelheit's request to divide that lot.

Chairman Sisney made a motion to recommend the Summary Plat Amendment to the City Commission for final approval.

Member Alicea seconded the motion.

Motion carried unanimously.

**c. Public Hearing/Discussion/Action – Summary Plat Amendment 1408/1410 Tin Street,
Assistant City Manager Alvarez**

Assistant City Manager Alvarez: Chairman, member s of the board, the applicant wishes to combine these parcels and it doesn't affect any of our utility, drainage or traffic. Everything is submitted; all applicable neighbors have been notified, and the applicant is here.

Martin Aguilar: My name is Martin Aguilar thank you for being here and seeing us. My sister and I are gonna retire here so we're trying to merge those two properties together and build an attachment to an existing home that's already right there.

Chairman Sisney: Ok, so you're combining the lots together so that the two families are gonna share a lot?

Martin Aguilar: Right.

Chairman Sisney: Ok. So, is there any reason not to approve this?

Assistant City Manager Alvarez: I don't have any concerns or issues. They meet all requirements for the code and I am 100% for any future development, so if they want to add on...

Chairman Sisney: Does anyone on the board have any questions?

Vice-Chairman Buhler: No.

Chairman Sisney: I'll make a motion to approve Mr. Aguilar's request to join those two lots. Can I get a second?

Chairman Sisney made a motion to recommend the Summary Plat Amendment to the City Commission for final approval.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

d. Public Hearing/Discussion/Action – Variance Request 1401 Platinum Street, Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman, members of the board, the variance request for this applicant is due to the age of the mobile home. Per our municipal code that was updated in 2018, mobile home units that are installed shall not be more than 20 years old at the time that they're installed. Currently the mobile home sits on a City lot however they are gonna have to move the mobile home from one lot to another; so, once you, in essence, touch or change, you have to bring everything up to code. So, the age of the mobile home doesn't meet our requirements, however I did tell the applicant that they can bring this to you and ultimately City Commission requesting a variance. They've submitted the site plan, they submitted a scope plan, you know, explaining why they need to move the mobile home. A site plan for where it would be located in the future as well as pictures of the existing mobile home for determination to see if it would be...some of our mobile homes aren't in the best of conditions. With that, the applicant is here and we can open public hearing if there's anybody to speak.

Chairman Sisney: I have Christy Sallee.

Assistant City Manager Alvarez: The applicant.

Christy Sallee: My name is Christy Sallee and I am requesting a variance to move my mobile home because it is over 20 years old. Right now, it sits on 175 W. 5th which is an RV park and it's a seniors only RV park so they are...they let me move in originally, I signed a contract and almost immediately they had decided that I needed to move my mobile home. I also have a baby, she's 1 year old and it's just me and her. I've followed all the rules at the RV park but the thing is how it's a seniors only RV park, they're asking that I move it. It's been really difficult finding a location due to rules and regulations and I finally found someone who is willing...it's a privately owned lot and that the 1401 Platinum. They're willing to allow me to move my mobile home there. I have also provided photos of my mobile home with the application for this variance in hopes to see that it's not an old looking mobile home, I mean, it's in good shape for its age.

Chairman Sisney: I'd like to ask some questions. Is it a double wide?

Christy Sallee: It's a single wide.

Chairman Sisney: And that lot that you're putting it on, you're not gonna own that lot?

Christy Sallee: I don't own the lot, no.

Chairman Sisney: So, ok. Can I ask your relationship? You don't have to answer that by the way? What's your relationship to the property owner?

Christy Sallee: Just a good friend.

Chairman Sisney: Ok, so. You know you're just opening yourself up to...I mean you're gonna wind up...the potential, same problem you have now; if you're aware of that.

Christy Sallee: That I'll have to move it?

Chairman Sisney: That you're setting your property on someone else's lot and they can, I don't know what the laws are, but I'm just telling you that you need, I just want you to be aware that these people did you wrong over here and you have more rights to deal with them you're gonna have dealing with this new person, just so you know.

Christy Sallee: Yes, that's a good point and I understand that but I don't have any other options. They're making me move my mobile home or they're gonna take it to court. I purchased this mobile home like I'm renting to own it, and I signed a contract with a realtor before I was informed that it was a senior citizens RV park and I'd have to move it. And in my contract with the realtor it says that I do not have to move the mobile home but the contract of the RV park landlord is saying that I do. So, I don't really have any other option.

Chairman Sisney: Again, I'm gonna say something that's not; I'm not a lawyer, this may be bad advice but you got a good chance of winning your case against these people. You might want to do a little research before you move your property is all I'm saying.

Member Alicea: Does the old trailer gave her misinformation for this?

Chairman Sisney: That's a legal case that she would be involved with, with the owners of the RV park and I'm not an attorney so.

Vice-Chairman Buhler: How much time have they given you to move the trailer that you bought; the trailer was there, right?

Christy Sallee: Yes.

Vice-Chairman Sallee: So, you bought it through a realtor. How much time have they given you to move?

Christy Sallee: They've given me, well, they had said that January 1st they were going to change the name of the RV park and change certain rules I guess of this RV park stating that my mobile home being there is a violation of their rules.

Member Alicea: Is it because you have a kid? Adult RV parks have no kids allowed.

Christy Sallee: They said it was only 3 years prior to me buying it, but I don't know that. They just said that that's what their rules were, however I was not aware of that whenever I purchased the mobile home because I wouldn't have done that. I wouldn't have planned on...it's hard to move a mobile home and it's expensive and it's just me and my baby so I just have to move it.

Chairman Sisney: Exactly, so, how far are you into this contract? How many payments have you made on this house?

Christy Sallee: Since May.

Chairman Sisney: And you've got how many years to pay for it.

Christy Sallee: A lot. Either way it's a contract and I can't go back on it.

Member Alicea: At some point the real state had to know the little details in some way. It didn't come just after you bought it.

Chairman Sisney: Can I ask a question of the City Manager then? Now you got this piece of property that she's financing, she doesn't own it, put it on someone else's property that ...I don't know what to do here. Do you have any suggestions?

City Manager Swingle: I think that you have...

Member Alicea: Like he's concerned that she goes through all this process in vain and she'll have to move this piece of property again.

Assistant City Manager Alvarez: She would have to come back before you guys again and at that point you could make a decision to not allow it.

City Manager Swingle: Right, and as far as the legal advice, the legal advice that you've kind of submitted to her that she probably should look at that and that should be the end of that conversation. It's up to her to do that. Who knows what will happen if you grant this transition in accepting an older trailer?

Vice-Chairman Buhler: Well, it sets a precedent. Would it set a precedent for us to allow that?

Assistant City Manager Alvarez: I think that in situations like this, that it's really a case by case basis. You have to look at the mobile home, the condition of the mobile home and the surrounding area as well. The area that it's going into and take each one into consideration as they come through. I don't know that it would set a precedence, I don't know that I have too many of these that come through. I do have occasional requests and I tell them all the same thing. She's been the first one that wanted to go through this whole process.

City Manager Swingle: I think the spirit of the regulation is, and this is unfortunate, it's just 20 years, we're more concerned about the condition and the appearance of the trailer than anything, but it is 20 years; that's the verbiage in the ordinance and what you have before you is a variance request.

Vice-Chairman Buhler: You know it's too bad that the person didn't come with you to support you, putting your property that you're buying on their property. That would've been a good thing for us to hear that they supported you and you know; it would've been a good thing.

Assistant City Manager Alvarez: Chairman, members of the board, there was a letter submitted to my office on behalf of that property owner.

Vice-Chairman Buhler: Ok, well it would've been nice to have seen that letter.

Assistant City Manager Alvarez: I understand.

Vice-Chairman Buhler: Ok, well I make a motion that we approve you're being bale to move the trailer. You know, you're not in a great situation and your trailer looks nice; I think it's in good shape and I hope it will make the move.

City Manager Swingle: So, your motion is to approve the variance?

Vice-Chairman Buhler: Yes, yes, my motion is to approve the variance.

Vice-Chairman Buhler made a motion to recommend the Variance Request to the City Commission for final approval.

Member Alicea seconded the motion.

Motion carried unanimously.

6. REPORTS FROM THE BOARD

Vice-Chairman Buhler would like the rules of procedure and conduct on the next agenda.

7. REPORTS FROM STAFF

Nothing to report at this time.

8. ADJOURNMENT

There being no further business at hand, Chairman Sisney made a motion to adjourn the meeting.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 13th DAY OF MARCH 2023.

Chris Sisney,
Planning & Zoning Commission Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: I.2

SUBJECT: Discussion/Action: Summary Plat Amendment 1408/1410 Tin Street

DEPARTMENT: Community Development

DATE SUBMITTED: March 2, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Applicants wish to merge the two parcels together and build an attachment to an existing home that's already right there. Public hearing held at P & Z Meeting 2-13-2023. Board recommended approval unanimously.

Recommendation:

Accept/Deny P & Z Commission recommendation

Attachments:

- Planning and Zoning Agenda Packet
- Draft P&Z Meeting Minutes (Applicable section highlighted)

Fiscal Impact (Finance): No

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 3-8-2023



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 2-13-2023

ITEM: Discussion/Action – Summary Plat Amendment 1408-1410 Tin Street

BACKGROUND:

Applicant wishes to combine the parcels. This amendment does not have the effect to significantly alter the impacts on utilities, drainage, or traffic. All required documents have been submitted, applicable properties notified and fees paid.

SUPPORT INFORMATION:

Plat Survey
Applicable Codes/Standards
Findings of Facts

Name of Drafter: Traci Alvarez	: Assistant City Manager	Meeting date: 2-13-23
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	

SUMMARY REPLAT
LOT 14A, BLOCK 14, CURREY-LAIMINGER ADDITION
 (formerly Lot 13 and Lot 14, Block 14)
 TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

Reference

Lot 13:
 Warranty Deed filed 11/3/2022 in Book 139 Page 2857
 Assessor Owner #3233

Lot 14:
 Warranty Deed filed 1/6/2021 in Book 134 Page 2981
 Assessor Owner #4987

Basis of Bearing:
 Monument found for the NW corner of Lot 12 to the monument
 found for the NW corner of Lot 18 "N00°04'00"E" as shown on the
 Boundary Survey Plat filed 5/19/2021 in Book 136 Page 36

Plat of Currey-Laiminger Addition filed 10/4/1940 as Plat #8-A
 reference document for Lots in Block 14, street and alley.

Subject lots and adjoining lots are contiguous.

*Record dimensions, from plat of Currey-Laiminger
 Addition, shown in italics where record dimensions
 do not equal field measurements.*

△ = found 1/2" rebar & 1" plastic survey
 cap stamped NMPLS 12129

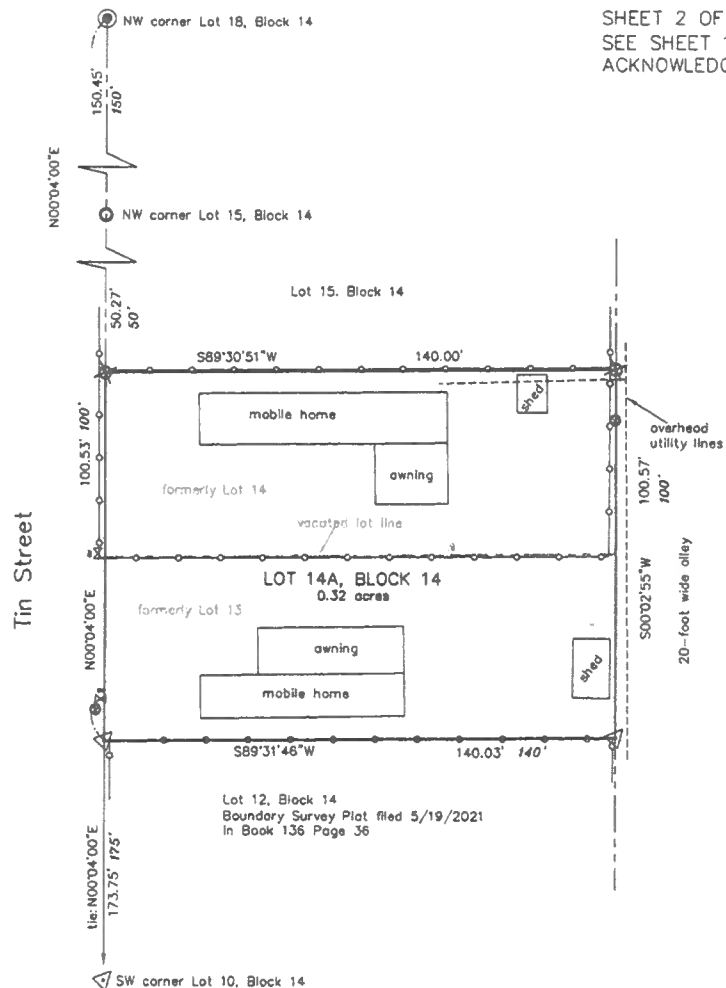
● = found 1" steel pipe

○ = found 1/2" rebar

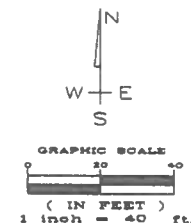
☆ = set 1/2" rebar & 1" plastic survey cap
 stamped 13984

found and accepted monuments tagged with
 a 0.75" brass disc stamped 13984

all monument dimensions are "outside
 diameter"



SHEET 2 OF 2
 SEE SHEET 1 OF 2 FOR SURVEYOR'S CERTIFICATE,
 ACKNOWLEDGEMENTS, AND APPROVAL BLOCK.



⊙ = water meter
 —○— chainlink fence
 ⚡ = gas meter

RICHTER LAND SURVEYING

614 BROADWAY, P.O. BOX 1648
 TRUTH OR CONSEQUENCES, NM 87901
 575 894-2348

22017

INDEXING INFORMATION FOR COUNTY CLERK

Martin P. & Jennifer E. Aguilar
 Sec 5, T14S, R4W
 Currey-Laiminger Addition

SUMMARY REPLAT
LOT 14A, BLOCK 14, CURREY-LAIMINGER ADDITION
(formerly Lot 13 and Lot 14, Block 14)
TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR DOCUMENT CITATIONS
AND BOUNDARY SURVEY

The replat of lots as shown and designated on Sheet 2 of 2 is in
accordance with the wishes and desires of the undersigned, to wit:

Jennifer E. Aguilar _____ Date _____

COUNTY OF SIERRA)
STATE OF NEW MEXICO)

The foregoing instrument was acknowledged before me this _____ day
of _____, _____, by Jennifer E. Aguilar

NOTARY PUBLIC

MY COMMISSION EXPIRES

The replat of lots as shown and designated on Sheet 2 of 2 is
hereby approved

Mayor, City of Truth or Consequences, NM Date _____



SURVEYORS CERTIFICATE

I, Jeff L. Richter, New Mexico Professional Surveyor
No. 13984, do hereby certify that this Summary Plat and the
actual survey on the ground upon which it is based were
performed by me or under my direct supervision; that I am
responsible for this survey; that this survey meets the
Minimum Standards for Surveying in New Mexico; and that it
is true and correct to the best of my knowledge and belief.

Jeff L. Richter 12-27-2022
Jeff L. Richter N.M.P.S. #13984 Date

The replat of lots as shown and designated on Sheet 2 of 2 is in
accordance with the wishes and desires of the undersigned, to wit:

Martin P. Aguilar _____ Date _____

COUNTY OF SIERRA)
STATE OF NEW MEXICO)

The foregoing instrument was acknowledged before me this _____ day
of _____, _____, by Martin P. Aguilar.

NOTARY PUBLIC

MY COMMISSION EXPIRES

RICHTER LAND SURVEYING
614 BROADWAY, P.O. BOX 1648
TRUTH OR CONSEQUENCES, NM 87901
575 894-2348

22017
INDEXING INFORMATION FOR COUNTY CLERK
Martin P. & Jennifer E. Aguilar
Sec 5, T14S, R4W
Currey-Laiminger Addition

Show search results for 1408 Tin St.





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

Bruce Swingle
City Manager

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold Public Hearings during their regular scheduled meeting on Monday, February 13, 2023 to receive input regarding the following:

1. Public Hearing/Discussion/Action: Summary Plat Amendment for 1408/1410 Tin.
Applicant wishes to combine the parcels.

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) 952-0565 or by email at talvarez@torcnm.org.

The agenda may be obtained on Friday, February 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, January 20, 2023

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
Monday, February 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, February 13, 2023 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Susan Buhler, Vice Chairman
Esther Luchini, Member - **ABSENT**
Eduardo Alicea, Member

ALSO PRESENT:

Bruce Swingle, City Manager
Traci Alvarez, Assistant City Manager
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

The following changes were made to the agenda to accommodate Code Enforcement Officer Sweeney; under New Business move 5d to 5a.

Chairman Sisney made a motion to approve the agenda with change.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

2. APPROVAL OF MINUTES OF JANUARY 9, 2023

Vice-Chairman Buhler asked to have the part where she asked City Manager Swingle if they could table the Forrister item and he said no.

Chairman Sisney made a motion to approve the minutes with changes.

Member Alicea seconded the motion.

Motion carried unanimously.

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

Diane Gunning spoke regarding the final building plans for Block 30 Palomas subdivision #3022079415169 (attached).

George Henson, 731 Wyona; commented on Diane Gunning's topic. Mr. Henson stated that he has lived here for 15 years and seen very few things built; he thinks that the board needs to have time and effort put in to figure out what is safe and sound for streets and drainages. He has taken pictures from above and the unfinished riff raff that has undercut the brand-new sidewalk along the main street to the new dollar store. The new dollar store hasn't finished any of their containments. The large expansive concrete is gonna be a big flow that goes onto the sidewalks and into the drainage that will be damned

up behind this guy's property. He has a background in plumbing and he understands what can happen if you don't drain something properly.

4. NEW BUSINESS:

a. Discussion/Action – EAA Airport Campsites, Assistant City Manager Alvarez

Assistant City Manager Alvarez gave an overview of the agenda item and then introduced Larry Mullenax from the EAA and the Airport Advisory board to better explain the plans for the airport.

Larry Mullenax explained that their intention is to provide a place for transient pilots, where they would fly in and park their planes and put up a tent under their wing and maybe have a small campfire. Their plan is to build 3 campsites at the south end of the tarmac; there will be a sunshade over the picnic tables at each location and a small fire ring. There will be an overnight fee charged for the pilots to stay; the City will work on that portion. There will be 3 tie downs. They would need to contact the airport in order to request an overnight stay.

Assistant City Manager Alvarez stated that once they get the approval from the Planning & Zoning Board and then the approval of FAA for you guys to proceed forward, they would task the Airport Advisory Board to start coming up with some guidelines working with the airport on what they would charge and what the process and procedure is, and that would be recommended to the City Commission for final approval. She stated that it is important to know that the EAA is funding this; this isn't something that the City or the airport budget has to do. The EAA is looking at their fundraisers to make this happen.

Vice-Chairman Buhler stated that wood and fire for our area could be dangerous and they make gas fire pits that are much safer and would be better than wood. She went on to say that she feels that this is a good idea and would be an attribute to our airport.

Vice-Chairman Buhler made a motion to approve the EAA Campsites.

Member Alicea seconded the motion.

Motion carried unanimously.

5. PUBLIC HEARINGS (5 Minute Rule Applies)

a. Public Hearing/Discussion/Action –Special Use Multi Animal Permit 1415 Platinum Street, Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman, members of the board, in your packet you have an application for the residence at 1415 Platinum for multi-animal permit. The application request is for 13 dogs. Animal control and code enforcement have inspected the residence and they've approved the application. You also have a copy of the current ordinance in your packet. Per our current ordinance a maximum of 7 animals are allowed on a multi-use however I think it's very important to note that before this ordinance took place, our applicants followed all City rules and they were doing the kennel permit which was the past procedure, so they have been in compliance with City, it's really our ordinance that has put them out of compliance. Applicants are in the audience here and with that we can open public hearing and I stand for questions.

Chairman Sisney: Alright, we have one name and that's Jessica Chavez.

Jessica Chavez: Ok, so I have 13 dogs and our oldest one is 10. The reason we have so many is our female, we let her outside when she was in heat and she had puppies. We kept all the litter but one and we decided when we were gonna keep them we took the mom and the babies and we got all fixed; so, they're all fixed, there's no more puppies to be had. We put up a whole privacy fence around our property so if people are walking by the dogs wouldn't intimidate them and people cannot intimidate

our dogs. They're chipped, we've always had them vaccinated, we've always kept up with our kennel license. We do have 4 males that are not fixed and we haven't got them fixed because none of the females can go into heat. I've never had any calls on me for animal control. I've never had any complaints from anybody. My dogs don't get out. As far as now, if I have to put any of my dogs down or if something happens, I'm not getting any more dogs. So, if something does happen and we have to put them down or they start passing away, we're not getting anymore, I already told my husband. My dogs are healthy. They don't get out of the yard. They don't bother anybody. We spend almost \$300 every 2 weeks to feed them. We would just like to keep our animals if we can; our dogs.

Chairman Sisney: Thank you. Does anyone have any questions for Ms. Chavez?

Member Alicea: You said that you have some female dogs that aren't fixed?

Jessica Chavez: No, I have 4 males that aren't fixed but all the females are. We put up a privacy fence. We turned our huge carport in that came with our house, we turned it into a dog kennel for them to sleep in at night. We do out our dogs up at 6:30 at night. They have heat lamps. In the summer time they have an air conditioner so they're very spoiled. But there's no more puppies, they're fixed. We spent about \$6000 to keep the dogs and we wanted to keep them because we felt that we let the female get pregnant and so it was our responsibility to take care of them instead of them ending up in the pound or in a bad home. And, the puppies are 6 now, so we've had them for 6 years.

Vice-Chairman Buhler: Well I commend you for keeping up with your application; I commend you for that.

Assistant City Manager Alvarez: Chairman and members of the board, animal control and code enforcement are here as well if you want to confirm the inspection.

Vice-Chairman Buhler: You checked off on everything, right?

Code Enforcement Officer Sweeney: Yes

Vice-Chairman Buhler: ok, and they've had all of their shots and everything? You've supplied that and no one is here to complain, so that's good.

Jessica Chavez: Thank you

Chairman Sisney: I have a question for the City. My question is if we got a problem with writing up these codes then what's the point? What's the point in writing these codes if everybody is just coming in and getting a variance? And then the ones that we disapprove City Council approves anyway.

City Manager Swingle: This applicant isn't requesting a variance. She's asking for a permit. She's trying to get a kennel permit. Kennel permits did not exist...a multi-animal, I'm sorry. That didn't exist in the past, it does now.

Chairman Sisney: Let me rephrase my question, because I'm actually not asking, I'm curious here. It just seems like pretty soon we're gonna be at a point where we're gonna have to approve everybody's request because we've approved everybody's request so far.

Assistant City Manager Alvarez: Chairman, members of the board if I may, I think the intent of this ordinance is to start getting a handle and control on the amount of animals that people are taking in. The ones that are coming to you now are ones have owned these animals for a long time and they've been in compliance with the City until we wrote the new ordinance, so to not approve somebody that's been in compliance for years, you're essentially asking them to get rid of or put down a pet that's been

in their family for a long time. The intent of the ordinance is, as we proceed forward to maybe guide people to not start having this many animals.

Chairman Sisney: Ok, so I just don't see how we're slowing anything down if these keep getting approved. We had those down on Caballo and we denied all of them and the City Council approved them all. And these were the people that were getting complaints. If we set a precedence, how are we gonna be able to deny anyone from here on out.

City Manager Swingle: Chairman, members of the committee, I think that the Commission approved; there were a number of alternatives that were listed, that you all even discussed, and they complied with all of those conditions that were set for the property owner and they made those changes. One was fencing, things of that nature, those things were done, so the Commission did approve them.

Chairman Sisney: We did not approve that; we did not make any recommendation.

City Manager Swingle: No, you declined those two, you voted against them.

Vice Chairman Buhler: Correct.

Assistant City Manager Alvarez: So, I think just like with our animal shelter, you can't solve everything overnight, but by having all of our animals in the shelter being spayed and neutered before they're adopted out, we're gonna see a lot less animals out there running around; it's gonna help with the population. That's the intent of this ordinance as well. You're not gonna see instantaneous results, but what we are gonna see is a lot less people within our community coming to you with multi-use because they're gonna stay within the allowable amount.

Vice-Chairman Buhler: Can I ask you a question, you just mentioned where people go and they adopt the animals, do they keep track of how many animals someone might adopt?

Assistant City Manager Alvarez: Yes

Vice-Chairman Buhler: Ok, that's good.

City Manager Swingle: I think something to remember, when we have the public hearings on these, when you have people that come and speak in opposition, if they're legitimate reasons, surely everyone can understand that, but if they're in a location that is not harming anyone, what's wrong with approving the permit?

Vice Chairman Buhler: You know the other thing is too Bruce, that the people that have a lot of animals, we have to know that those animals are cared for. They can't be abused or the animals have a right too, so I look at that too.

Chairman Sisney: My point is, if we keep saying no and it gets approved anyway, where's the teeth in the law? It just seems kind of a waste of time to me from what I've seen so far. And what about the people that complain and don't want to listen to people's dogs barking all the time? That was the problem on Caballo, is everyone that came up and spoke and said that they can't have church because the dogs are barking all the time. That's my point is because a lot of people don't want to listen to dogs barking.

City Manager Swingle: That's a perfect example Mr. Chair of they put up the fencing that was asked of them and the church came forward and said that the problem had been resolved, that the fencing solved their problem. }

Chairman Sisney: That didn't come before us.

City Manager Swingle: No, that went to the Commission.

Assistant City Manager Alvarez: City Commission put it in as a public hearing.

Chairman Sisney: Alright, thank you for answering my question.

Member Alicea: In this situation with Jessica that they had this situation prior to this ordinance?

Assistant City Manager Alvarez: Everyone that's come to you so far has been a situation where they've had their animals prior to the ordinance, yes.

Member Alicea: Is there a way to resolve the situation without because we have been here and when we have this new situation with these codes, that its contrast with this situation.

Assistant City Manager Alvarez: I'm not sure what you're asking.

Member Alicea: I don't think that people like her situation should come necessarily here to beg for their dogs.

Assistant City Manager Alvarez: They're coming here through a process.

Member Alicea: This code is starting for new people.

City Manager Swingle: It's for both.

Member Alicea: She has all these dogs; she's concerned that she has to put them down because people don't want them to have them so is there a way to work differently. As long as you keep bringing them here, we're gonna have this situation, so people are upset. These codes are here.

Assistant City Manager Alvarez: So, you're asking us not bring these to the board if they're pre-existing already?

Member Alicea: When they're coming to us here, we're assuming like they're new.

Assistant City Manager Alvarez: So they're here and they're registering so that puts them in animal control and code enforcement put them kind of on their file so that they can regularly check the animals and then every year they'll have to come back and renew, so that we can ensure that she doesn't come back a year from now and all of a sudden she's requesting 15 dogs; then we'll know that she's not following the compliance. It's just a process and procedure. The applicant would like to know if she can speak.

Vice Chairman Buhler: Yes

Jessica Chavez: The way that I understood it and the reason I'm here, I'll follow any compliance if I have to go down to the 7 dog limit, I mean it will hurt me to have to pick and choose which dogs, but I want to follow every rule and we have since we decided to keep the dogs but the way that I understood it and the reason why I'm here is because I had always filed for a kennel license and now that the new ordinance because it's a multi-family license, I don't qualify for a kennel permit anymore because I don't run a business. So, I don't want you guys to feel that because I'm old to this whole thing and coming into this whole new ordinance, I'll follow any compliance that you guys want me to do. And I don't want this to have to be a make or break where...

Vice-Chairman Buhler: Traci, they sent out letters to the neighbors, right?

Assistant City Manager Alvarez: Correct, yes, everybody has been sent certified letters.

Jessica Chavez: I've never gotten a call; our dogs don't get out.

Vice-Chairman Buhler: You know, I think that you're doing it the right way; you're following the rules and I appreciate that so I'm good...

Jessica Chavez: That was my understanding to be here, I'm not trying to get grandfathered in because I've had this for the past 6 years. It's because I have to have the multi-animal because I can't qualify for a kennel permit anymore because I don't run a business.

Vice-Chairman Buhler: Now will she have to come back?

Assistant City Manager Alvarez: Yes, annually.

City Manager Swingle: Mr. Chair and members of the board, had we had complaints, we'd be having a whole different conversation. But there have been no complaints. The neighbors have been notified of this meeting today, this hearing today. Animal control verified that they haven't had any calls. They've inspected the property and it complies with all of their basic needs for the animals, so from our perspective, we don't see any reason not to approve it.

Chairman Sisney: Again, that was not my point. I appreciate the fact that she has no complaints. I would approve her request for that fact but the other ones, we have lots of complaints. So, I'm just saying that we're gonna get stuck where we're gonna have to how are we gonna be able to disapprove of anybody if we approve anybody who comes up; that was my point, that was all I was trying to say. So, on the topic, I make a motion to approve Ms. Chavez's request for a variance on the 7-animal limit...

Assistant City Manager Alvarez: We're not asking for a variance just for a multi-animal permit.

Vice-Chairman Buhler: It's a multi-animal permit application for 13 dogs.

Chairman Sisney: Ok, the variance on the multi-animal; multi-animal 7...

Assistant City Manager Alvarez: I understand what you're saying Chairman. Normally we would request variances from the code but the animal control ordinance doesn't fall under a variance request; that's more for a planning and zoning or building development standpoint. So, what we're requesting is that she be allowed a multi-animal special use permit allowing her to have the 13 dogs.

Chairman Sisney: Ok. I make a motion that we approve Ms. Chavez request for a multi-animal permit of 13 dogs.

Chairman Sisney made a motion to recommend the Special Use Multi-Animal Permit to the City Commission for final approval.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

b. Public Hearing/Discussion/Action – Summary Plat Amendment 702 N Foch Street, Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman, members of the board, applicant wishes to split the parcel at 702 Foch located in the R2 district. Parcel 1 is 90-foot-wide by 81 long. Parcel 2 is 59 wide by 90 long.

Standards for this district do require a minimum width of 60 foot. This amendment doesn't have any significant effect to alter any of our utilities, drainage, traffic; they'll both have access to City maintained street. Everything was submitted, they're just off by the required 1 foot for them to split the parcel. With that we can open the public hearing if there's any proponents or opponents and the applicants are here as well.

Gordan Edelheit: I have a picture of it, it's not even a foot, but the way the lot, it is a foot in the front and it's got the 60 foot in the back. It's off because of the way the corner, it's a corner lot and it's on the corner of 7th and Foch and this is the back part of it. It has an alley it's got plenty of access and the utilities and it can only improve the neighborhood rather than it just be an empty lot right now.

Chairman Sisney: So, you want to split the lot for the...

Gordan Edelheit: It was 3 lots in there so it's a lot and a half each.

Chairman Sisney: So, you're building a second house on that lot, how will they access that lot with an automobile?

Gordan Edelheit: On 7th and on the alley. So, it's both on the alley and on 7th Street.

Vice-Chairman Buhler: So, you're basically gonna separate (the board members were looking at a map of the lots to get an understanding from the applicant).

Assistant City Manager Alvarez: So, one parcel would have direct access to Foch Street which is a City maintained paved street and the other parcel would have direct access to 7th Street, which is also a City maintained street.

Chairman Sisney: Well, I can see that there has been lots on Foch already divided. Does anyone on the council have any questions?

Vice-Chairman Buhler: No

Chairman Sisney: I see no reason not approve it then.
I'm make a motion to approve Mr. Edelheit's request to divide that lot.

Chairman Sisney made a motion to recommend the Summary Plat Amendment to the City Commission for final approval.

Member Alicea seconded the motion.

Motion carried unanimously.

**c. Public Hearing/Discussion/Action – Summary Plat Amendment 1408/1410 Tin Street,
Assistant City Manager Alvarez**

Assistant City Manager Alvarez: Chairman, member s of the board, the applicant wishes to combine these parcels and it doesn't affect any of our utility, drainage or traffic. Everything is submitted; all applicable neighbors have been notified, and the applicant is here.

Martin Aguilar: My name is Martin Aguilar thank you for being here and seeing us. My sister and I are gonna retire here so we're trying to merge those two properties together and build an attachment to an existing home that's already right there.

Chairman Sisney: Ok, so you're combining the lots together so that the two families are gonna share a lot?

Martin Aguilar: Right.

Chairman Sisney: Ok. So, is there any reason not to approve this?

Assistant City Manager Alvarez: I don't have any concerns or issues. They meet all requirements for the code and I am 100% for any future development, so if they want to add on...

Chairman Sisney: Does anyone on the board have any questions?

Vice-Chairman Buhler: No.

Chairman Sisney: I'll make a motion to approve Mr. Aguilar's request to join those two lots. Can I get a second?

Chairman Sisney made a motion to recommend the Summary Plat Amendment to the City Commission for final approval.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

d. Public Hearing/Discussion/Action – Variance Request 1401 Platinum Street, Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman, members of the board, the variance request for this applicant is due to the age of the mobile home. Per our municipal code that was updated in 2018, mobile home units that are installed shall not be more than 20 years old at the time that they're installed. Currently the mobile home sits on a City lot however they are gonna have to move the mobile home from one lot to another; so, once you, in essence, touch or change, you have to bring everything up to code. So, the age of the mobile home doesn't meet our requirements, however I did tell the applicant that they can bring this to you and ultimately City Commission requesting a variance. They've submitted the site plan, they submitted a scope plan, you know, explaining why they need to move the mobile home. A site plan for where it would be located in the future as well as pictures of the existing mobile home for determination to see if it would be...some of our mobile homes aren't in the best of conditions. With that, the applicant is here and we can open public hearing if there's anybody to speak.

Chairman Sisney: I have Christy Sallee.

Assistant City Manager Alvarez: The applicant.

Christy Sallee: My name is Christy Sallee and I am requesting a variance to move my mobile home because it is over 20 years old. Right now, it sits on 175 W. 5th which is an RV park and it's a seniors only RV park so they are...they let me move in originally, I signed a contract and almost immediately they had decided that I needed to move my mobile home. I also have a baby, she's 1 year old and it's just me and her. I've followed all the rules at the RV park but the thing is how it's a seniors only RV park, they're asking that I move it. It's been really difficult finding a location due to rules and regulations and I finally found someone who is willing...it's a privately owned lot and that the 1401 Platinum. They're willing to allow me to move my mobile home there. I have also provided photos of my mobile home with the application for this variance in hopes to see that it's not an old looking mobile home, I mean, it's in good shape for its age.

Chairman Sisney: I'd like to ask some questions. Is it a double wide?

Christy Sallee: It's a single wide.

Chairman Sisney: And that lot that you're putting it on, you're not gonna own that lot?

Christy Sallee: I don't own the lot, no.

Chairman Sisney: So, ok. Can I ask your relationship? You don't have to answer that by the way? What's your relationship to the property owner?

Christy Sallee: Just a good friend.

Chairman Sisney: Ok, so. You know you're just opening yourself up to...I mean you're gonna wind up...the potential, same problem you have now; if you're aware of that.

Christy Sallee: That I'll have to move it?

Chairman Sisney: That you're setting your property on someone else's lot and they can, I don't know what the laws are, but I'm just telling you that you need, I just want you to be aware that these people did you wrong over here and you have more rights to deal with them you're gonna have dealing with this new person, just so you know.

Christy Sallee: Yes, that's a good point and I understand that but I don't have any other options. They're making me move my mobile home or they're gonna take it to court. I purchased this mobile home like I'm renting to own it, and I signed a contract with a realtor before I was informed that it was a senior citizens RV park and I'd have to move it. And in my contract with the realtor it says that I do not have to move the mobile home but the contract of the RV park landlord is saying that I do. So, I don't really have any other option.

Chairman Sisney: Again, I'm gonna say something that's not; I'm not a lawyer, this may be bad advice but you got a good chance of winning your case against these people. You might want to do a little research before you move your property is all I'm saying.

Member Alicea: Does the old trailer gave her misinformation for this?

Chairman Sisney: That's a legal case that she would be involved with, with the owners of the RV park and I'm not an attorney so.

Vice-Chairman Buhler: How much time have they given you to move the trailer that you bought; the trailer was there, right?

Christy Sallee: Yes.

Vice-Chairman Sallee: So, you bought it through a realtor. How much time have they given you to move?

Christy Sallee: They've given me, well, they had said that January 1st they were going to change the name of the RV park and change certain rules I guess of this RV park stating that my mobile home being there is a violation of their rules.

Member Alicea: Is it because you have a kid? Adult RV parks have no kids allowed.

Christy Sallee: They said it was only 3 years prior to me buying it, but I don't know that. They just said that that's what their rules were, however I was not aware of that whenever I purchased the mobile home because I wouldn't have done that. I wouldn't have planned on...it's hard to move a mobile home and it's expensive and it's just me and my baby so I just have to move it.

Chairman Sisney: Exactly, so, how far are you into this contract? How many payments have you made on this house?

Christy Sallee: Since May.

Chairman Sisney: And you've got how many years to pay for it.

Christy Sallee: A lot. Either way it's a contract and I can't go back on it.

Member Alicea: At some point the real state had to know the little details in some way. It didn't come just after you bought it.

Chairman Sisney: Can I ask a question of the City Manager then? Now you got this piece of property that she's financing, she doesn't own it, put it on someone else's property that ...I don't know what to do here. Do you have any suggestions?

City Manager Swingle: I think that you have...

Member Alicea: Like he's concerned that she goes through all this process in vain and she'll have to move this piece of property again.

Assistant City Manager Alvarez: She would have to come back before you guys again and at that point you could make a decision to not allow it.

City Manager Swingle: Right, and as far as the legal advice, the legal advice that you've kind of submitted to her that she probably should look at that and that should be the end of that conversation. It's up to her to do that. Who knows what will happen if you grant this transition in accepting an older trailer?

Vice-Chairman Buhler: Well, it sets a precedent. Would it set a precedent for us to allow that?

Assistant City Manager Alvarez: I think that in situations like this, that it's really a case by case basis. You have to look at the mobile home, the condition of the mobile home and the surrounding area as well. The area that it's going into and take each one into consideration as they come through. I don't know that it would set a precedence, I don't know that I have too many of these that come through. I do have occasional requests and I tell them all the same thing. She's been the first one that wanted to go through this whole process.

City Manager Swingle: I think the spirit of the regulation is, and this is unfortunate, it's just 20 years, we're more concerned about the condition and the appearance of the trailer than anything, but it is 20 years; that's the verbiage in the ordinance and what you have before you is a variance request.

Vice-Chairman Buhler: You know it's too bad that the person didn't come with you to support you, putting your property that you're buying on their property. That would've been a good thing for us to hear that they supported you and you know; it would've been a good thing.

Assistant City Manager Alvarez: Chairman, members of the board, there was a letter submitted to my office on behalf of that property owner.

Vice-Chairman Buhler: Ok, well it would've been nice to have seen that letter.

Assistant City Manager Alvarez: I understand.

Vice-Chairman Buhler: Ok, well I make a motion that we approve you're being bale to move the trailer. You know, you're not in a great situation and your trailer looks nice; I think it's in good shape and I hope it will make the move.

City Manager Swingle: So, your motion is to approve the variance?

Vice-Chairman Buhler: Yes, yes, my motion is to approve the variance.

Vice-Chairman Buhler made a motion to recommend the Variance Request to the City Commission for final approval.

Member Alicea seconded the motion.

Motion carried unanimously.

6. REPORTS FROM THE BOARD

Vice-Chairman Buhler would like the rules of procedure and conduct on the next agenda.

7. REPORTS FROM STAFF

Nothing to report at this time.

8. ADJOURNMENT

There being no further business at hand, Chairman Sisney made a motion to adjourn the meeting.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 13th DAY OF MARCH 2023.

Chris Sisney,
Planning & Zoning Commission Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: I.3

SUBJECT: Discussion/Action: Variance Request 1401 Platinum Street

DEPARTMENT: Community Development

DATE SUBMITTED: March 2, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Applicants is requesting a variance for a 1985 Mobile Home from Sec. 11-11-2 – Manufactured Homes Sec. E.6 “all MH Units that are installed at any particular location within the City limits shall not be twenty (20) years or older at the time of instillation”. Proposed location is in the R-3 District. Public hearing held at P & Z Meeting 2-13-2023. Board recommended approval unanimously.

Recommendation:

Accept/Deny P & Z Commission recommendation

Attachments:

- Planning and Zoning Agenda Packet
- Draft P&Z Meeting Minutes (Applicable section highlighted)

Fiscal Impact (Finance): No

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 3-8-2023



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 2-13-2023

ITEM: Discussion/Action – Variance request 1401 Platinum

BACKGROUND:

Applicants is requesting a variance from Sec. 11-11-2 – Manufactured Homes Sec. E.6 “*all MH Units that are installed at any particular location within the City limits shall not be twenty (20) years or older at the time of instillation*”. Proposed location is in the R-3 District.

SUPPORT INFORMATION:

**Variance Request
Public Hearing Notice
Applicable Codes/Standards
Findings of Facts**

Name of Drafter: Traci Alvarez	: Assistant City Manager	Meeting date: 2-13-23
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	

Christy Sallee
175 W Fifth, Space 3
T or C, NM 87901

January 2, 2023

City of Truth or Consequences
Planning and Zoning Commission
City Commission
505 Sims St
Truth or Consequences, NM 87901

Attn: Traci Alvarez, Asst. City Manager

Dear Traci:

I am requesting a variance to allow me to move my mobile home to 1401 Platinum. I currently reside at the Staub Mobile Home Park at 175 W Fifth, Space 3. My mobile home is a 1985 Zimmer and in very good condition as illustrated by the enclosed photos.

When I purchased my mobile home I was not required to move it according to the purchase agreement. I would not have purchased it had I been aware that I would have to move it because moving would be a major expense that I am not prepared for. However, after a short period of time, the representative of Staub Mobile Home Park advised me that I would have to move. She stated that the owners of the park were changing it to an adult RV park and no mobile homes would be allowed as well as no children. I am a single mother with an infant daughter. There is no signage that indicates that it is an "adult only" or "RV only" park. While attempting to locate a place to move to, I discovered the difficulty involved in finding a place to park an older home. The trailer park representative is impatient for me to move although there are several vacant spaces. I have informed her that I'm diligently working to make a move but it takes time.

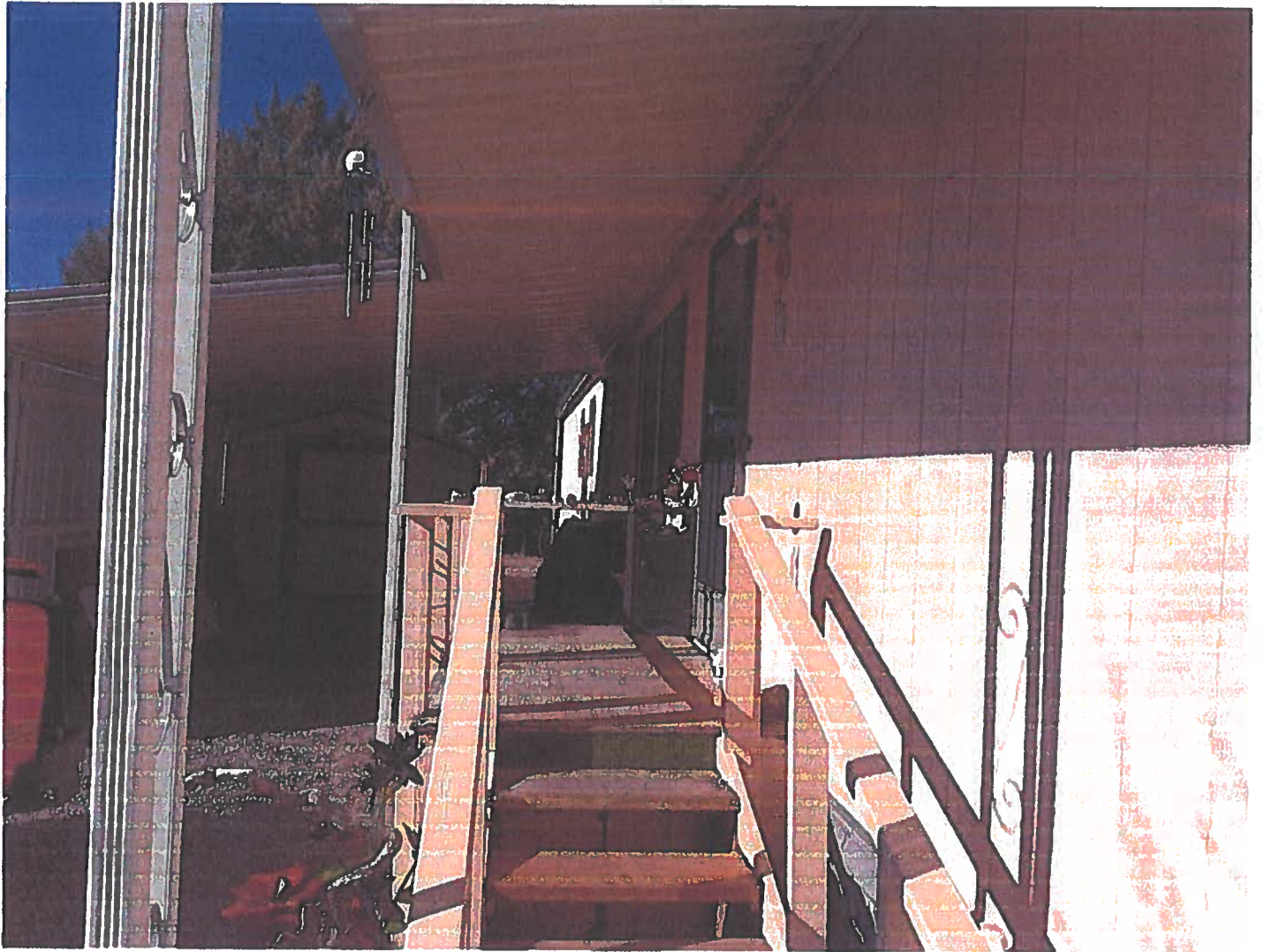
I have located a private lot that I would like to move onto at 1401 Platinum and I am requesting a variance because of the age of my mobile home. I am enclosing photos of my mobile home to demonstrate that it is in very good condition. If there is any more information you need, please let me know.

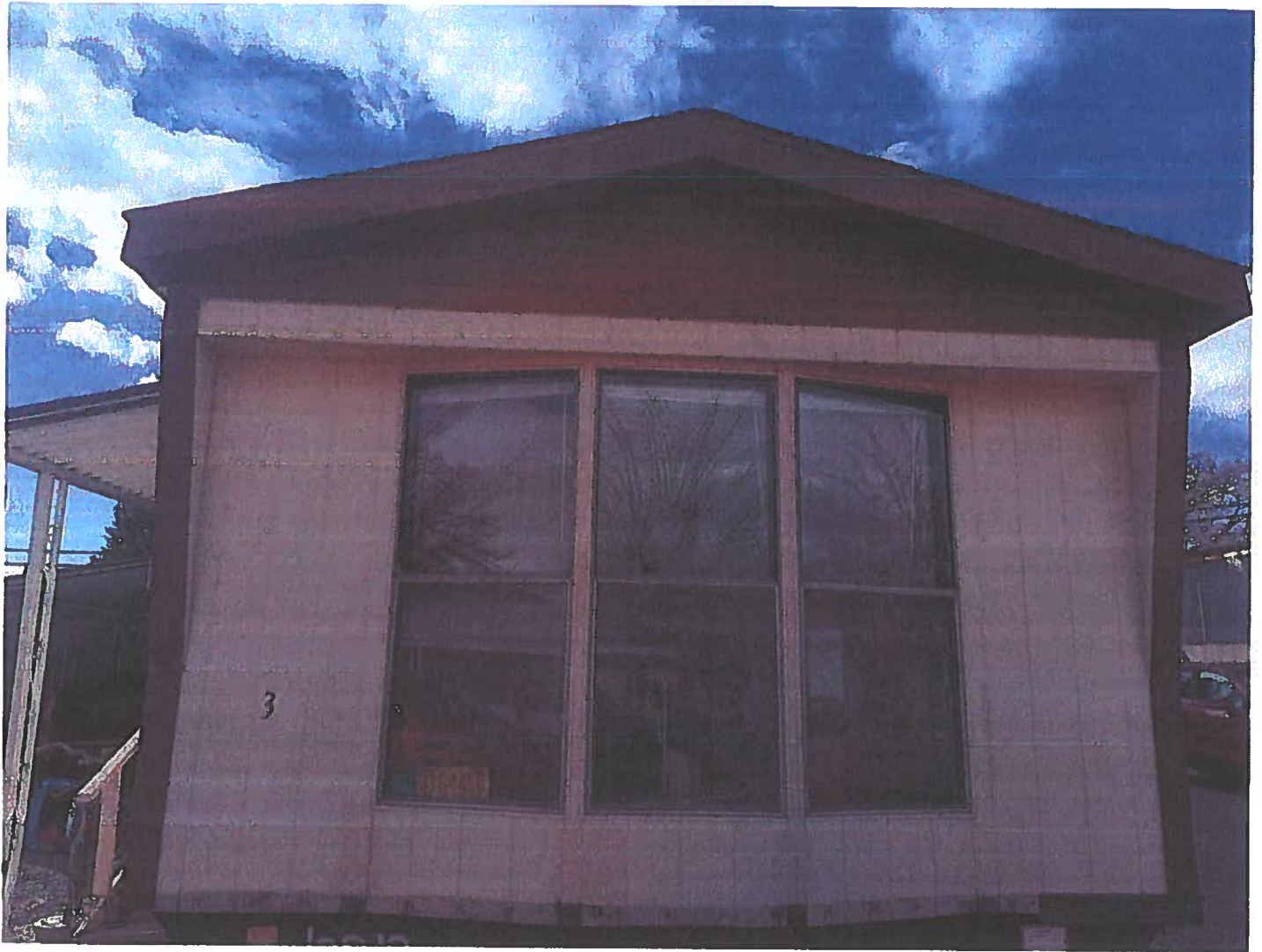
Thank you for your consideration and I look forward to your decision.

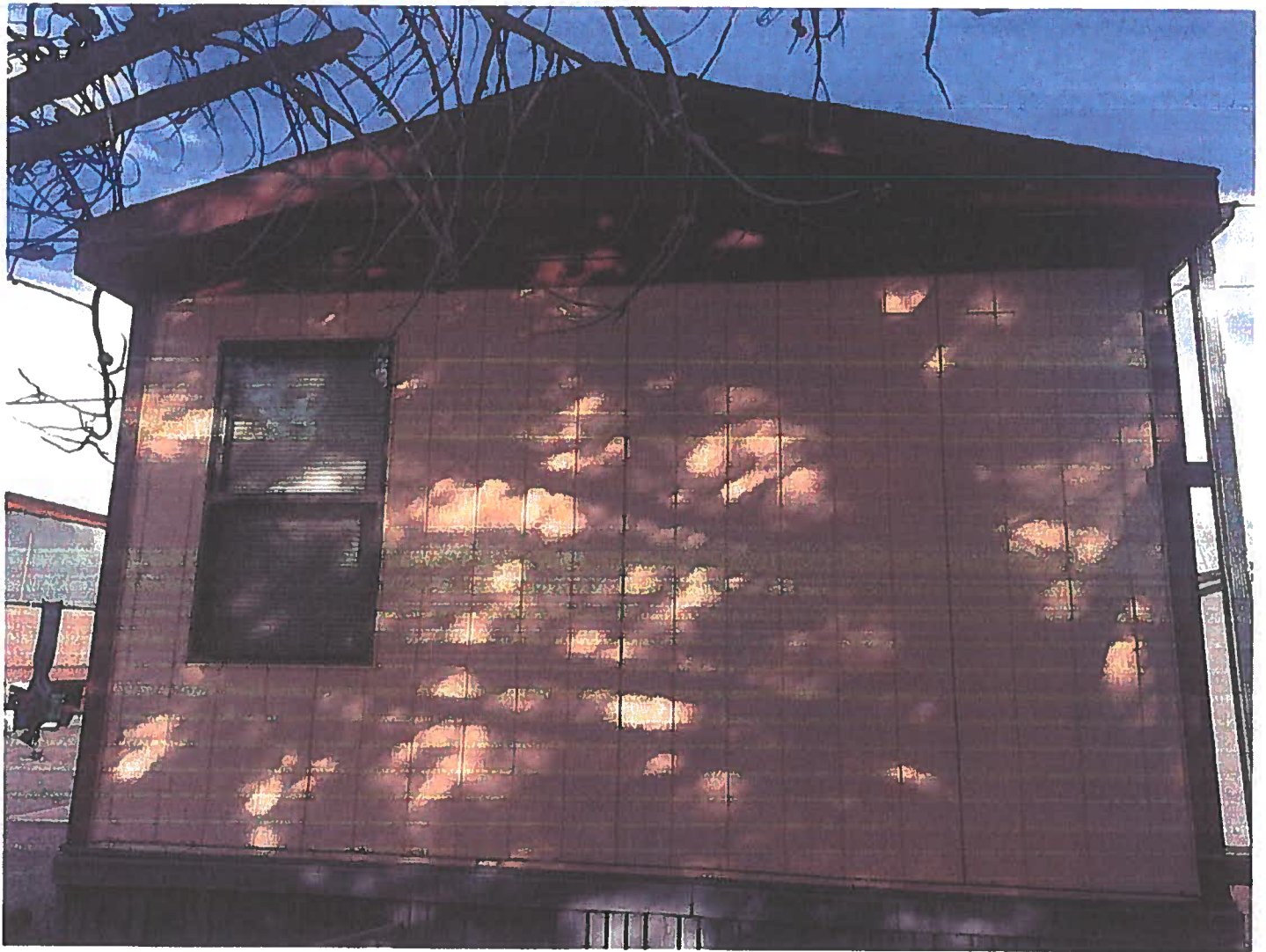
Sincerely,

A handwritten signature in black ink, appearing to read "Christy Sallee", written over a horizontal line.

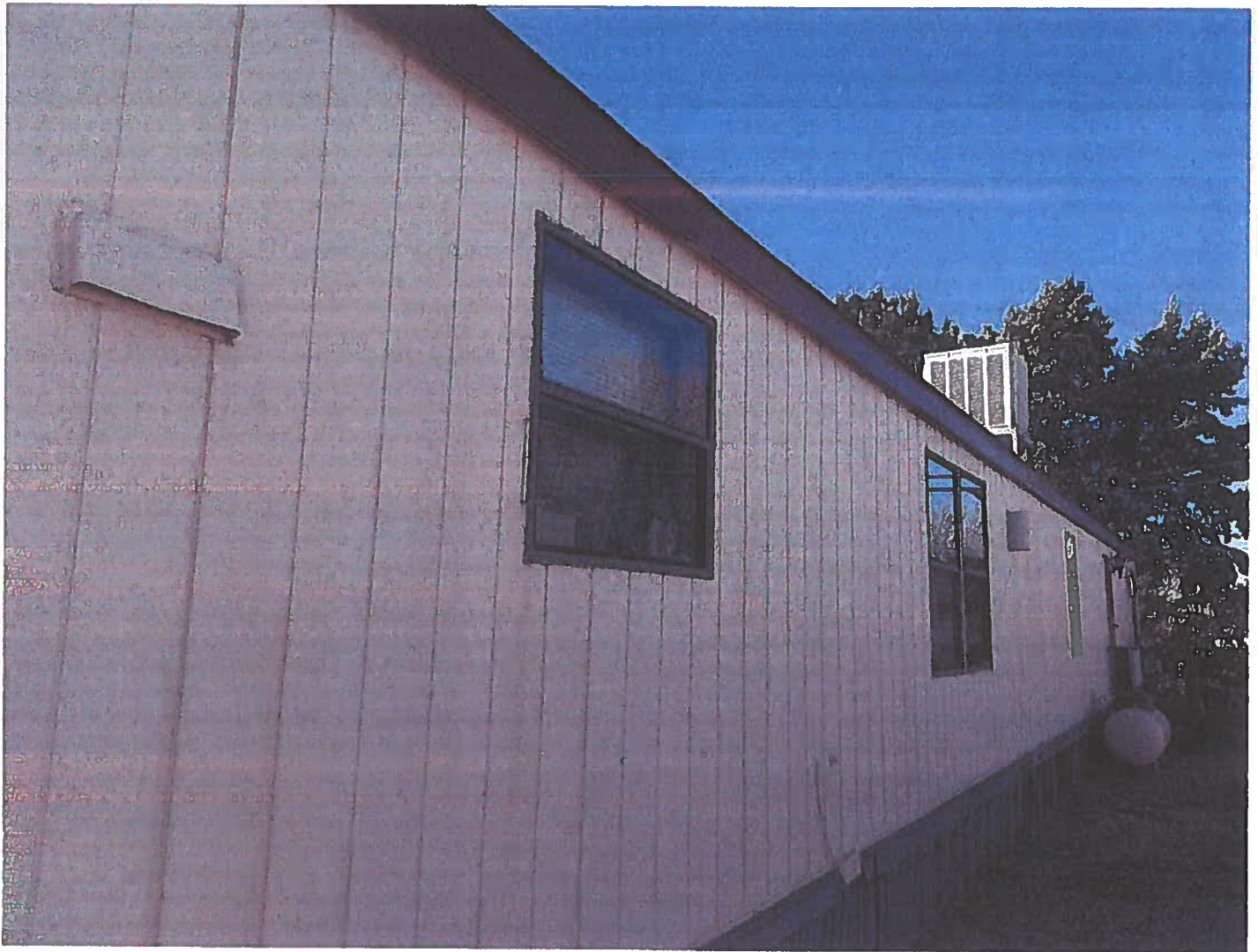
Christy Sallee



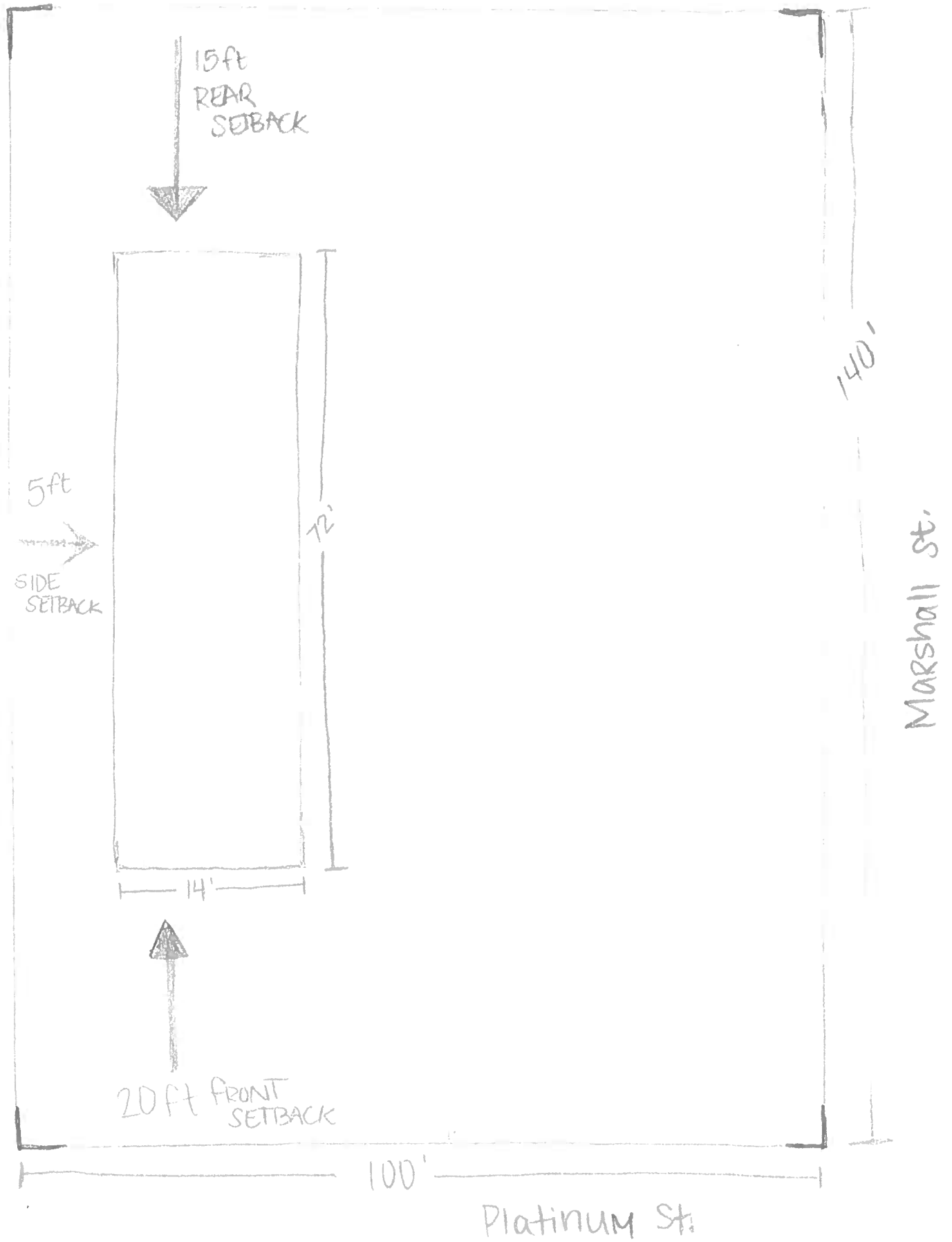








ALLEY



Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Bruce Swingle
City Manager

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold Public Hearings during their regular scheduled meeting on Monday, February 13, 2023 to receive input regarding the following:

1. Public Hearing/Discussion/Action: Request for a Variance at 1401 Platinum. Applicant is requesting a variance from Sec. 11-11-2. - Manufactured Homes (MH'S) – Sec. E.6 pertaining to age of mobile home to be installed.

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) 952-0565 or by email at talvarez@torcnm.org.

The agenda may be obtained on Friday, February 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, January 20, 2023

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
Monday, February 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, February 13, 2023 at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Susan Buhler, Vice Chairman
Esther Luchini, Member - **ABSENT**
Eduardo Alicea, Member

ALSO PRESENT:

Bruce Swingle, City Manager
Traci Alvarez, Assistant City Manager
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

The following changes were made to the agenda to accommodate Code Enforcement Officer Sweeney; under New Business move 5d to 5a.

Chairman Sisney made a motion to approve the agenda with change.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

2. APPROVAL OF MINUTES OF JANUARY 9, 2023

Vice-Chairman Buhler asked to have the part where she asked City Manager Swingle if they could table the Forrister item and he said no.

Chairman Sisney made a motion to approve the minutes with changes.

Member Alicea seconded the motion.

Motion carried unanimously.

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

Diane Gunning spoke regarding the final building plans for Block 30 Palomas subdivision #3022079415169 (attached).

George Henson, 731 Wyona; commented on Diane Gunning's topic. Mr. Henson stated that he has lived here for 15 years and seen very few things built; he thinks that the board needs to have time and effort put in to figure out what is safe and sound for streets and drainages. He has taken pictures from above and the unfinished riff raff that has undercut the brand-new sidewalk along the main street to the new dollar store. The new dollar store hasn't finished any of their containments. The large expansive concrete is gonna be a big flow that goes onto the sidewalks and into the drainage that will be damned

up behind this guy's property. He has a background in plumbing and he understands what can happen if you don't drain something properly.

4. NEW BUSINESS:

a. Discussion/Action – EAA Airport Campsites, Assistant City Manager Alvarez

Assistant City Manager Alvarez gave an overview of the agenda item and then introduced Larry Mullenax from the EAA and the Airport Advisory board to better explain the plans for the airport.

Larry Mullenax explained that their intention is to provide a place for transient pilots, where they would fly in and park their planes and put up a tent under their wing and maybe have a small campfire. Their plan is to build 3 campsites at the south end of the tarmac; there will be a sunshade over the picnic tables at each location and a small fire ring. There will be an overnight fee charged for the pilots to stay; the City will work on that portion. There will be 3 tie downs. They would need to contact the airport in order to request an overnight stay.

Assistant City Manager Alvarez stated that once they get the approval from the Planning & Zoning Board and then the approval of FAA for you guys to proceed forward, they would task the Airport Advisory Board to start coming up with some guidelines working with the airport on what they would charge and what the process and procedure is, and that would be recommended to the City Commission for final approval. She stated that it is important to know that the EAA is funding this; this isn't something that the City or the airport budget has to do. The EAA is looking at their fundraisers to make this happen.

Vice-Chairman Buhler stated that wood and fire for our area could be dangerous and they make gas fire pits that are much safer and would be better than wood. She went on to say that she feels that this is a good idea and would be an attribute to our airport.

Vice-Chairman Buhler made a motion to approve the EAA Campsites.

Member Alicea seconded the motion.

Motion carried unanimously.

5. PUBLIC HEARINGS (5 Minute Rule Applies)

a. Public Hearing/Discussion/Action –Special Use Multi Animal Permit 1415 Platinum Street, Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman, members of the board, in your packet you have an application for the residence at 1415 Platinum for multi-animal permit. The application request is for 13 dogs. Animal control and code enforcement have inspected the residence and they've approved the application. You also have a copy of the current ordinance in your packet. Per our current ordinance a maximum of 7 animals are allowed on a multi-use however I think it's very important to note that before this ordinance took place, our applicants followed all City rules and they were doing the kennel permit which was the past procedure, so they have been in compliance with City, it's really our ordinance that has put them out of compliance. Applicants are in the audience here and with that we can open public hearing and I stand for questions.

Chairman Sisney: Alright, we have one name and that's Jessica Chavez.

Jessica Chavez: Ok, so I have 13 dogs and our oldest one is 10. The reason we have so many is our female, we let her outside when she was in heat and she had puppies. We kept all the litter but one and we decided when we were gonna keep them we took the mom and the babies and we got all fixed; so, they're all fixed, there's no more puppies to be had. We put up a whole privacy fence around our property so if people are walking by the dogs wouldn't intimidate them and people cannot intimidate

our dogs. They're chipped, we've always had them vaccinated, we've always kept up with our kennel license. We do have 4 males that are not fixed and we haven't got them fixed because none of the females can go into heat. I've never had any calls on me for animal control. I've never had any complaints from anybody. My dogs don't get out. As far as now, if I have to put any of my dogs down or if something happens, I'm not getting any more dogs. So, if something does happen and we have to put them down or they start passing away, we're not getting anymore, I already told my husband. My dogs are healthy. They don't get out of the yard. They don't bother anybody. We spend almost \$300 every 2 weeks to feed them. We would just like to keep our animals if we can; our dogs.

Chairman Sisney: Thank you. Does anyone have any questions for Ms. Chavez?

Member Alicea: You said that you have some female dogs that aren't fixed?

Jessica Chavez: No, I have 4 males that aren't fixed but all the females are. We put up a privacy fence. We turned our huge carport in that came with our house, we turned it into a dog kennel for them to sleep in at night. We do out our dogs up at 6:30 at night. They have heat lamps. In the summer time they have an air conditioner so they're very spoiled. But there's no more puppies, they're fixed. We spent about \$6000 to keep the dogs and we wanted to keep them because we felt that we let the female get pregnant and so it was our responsibility to take care of them instead of them ending up in the pound or in a bad home. And, the puppies are 6 now, so we've had them for 6 years.

Vice-Chairman Buhler: Well I commend you for keeping up with your application; I commend you for that.

Assistant City Manager Alvarez: Chairman and members of the board, animal control and code enforcement are here as well if you want to confirm the inspection.

Vice-Chairman Buhler: You checked off on everything, right?

Code Enforcement Officer Sweeney: Yes

Vice-Chairman Buhler: ok, and they've had all of their shots and everything? You've supplied that and no one is here to complain, so that's good.

Jessica Chavez: Thank you

Chairman Sisney: I have a question for the City. My question is if we got a problem with writing up these codes then what's the point? What's the point in writing these codes if everybody is just coming in and getting a variance? And then the ones that we disapprove City Council approves anyway.

City Manager Swingle: This applicant isn't requesting a variance. She's asking for a permit. She's trying to get a kennel permit. Kennel permits did not exist...a multi-animal, I'm sorry. That didn't exist in the past, it does now.

Chairman Sisney: Let me rephrase my question, because I'm actually not asking, I'm curious here. It just seems like pretty soon we're gonna be at a point where we're gonna have to approve everybody's request because we've approved everybody's request so far.

Assistant City Manager Alvarez: Chairman, members of the board if I may, I think the intent of this ordinance is to start getting a handle and control on the amount of animals that people are taking in. The ones that are coming to you now are ones have owned these animals for a long time and they've been in compliance with the City until we wrote the new ordinance, so to not approve somebody that's been in compliance for years, you're essentially asking them to get rid of or put down a pet that's been

in their family for a long time. The intent of the ordinance is, as we proceed forward to maybe guide people to not start having this many animals.

Chairman Sisney: Ok, so I just don't see how we're slowing anything down if these keep getting approved. We had those down on Caballo and we denied all of them and the City Council approved them all. And these were the people that were getting complaints. If we set a precedence, how are we gonna be able to deny anyone from here on out.

City Manager Swingle: Chairman, members of the committee, I think that the Commission approved; there were a number of alternatives that were listed, that you all even discussed, and they complied with all of those conditions that were set for the property owner and they made those changes. One was fencing, things of that nature, those things were done, so the Commission did approve them.

Chairman Sisney: We did not approve that; we did not make any recommendation.

City Manager Swingle: No, you declined those two, you voted against them.

Vice Chairman Buhler: Correct.

Assistant City Manager Alvarez: So, I think just like with our animal shelter, you can't solve everything overnight, but by having all of our animals in the shelter being spayed and neutered before they're adopted out, we're gonna see a lot less animals out there running around; it's gonna help with the population. That's the intent of this ordinance as well. You're not gonna see instantaneous results, but what we are gonna see is a lot less people within our community coming to you with multi-use because they're gonna stay within the allowable amount.

Vice-Chairman Buhler: Can I ask you a question, you just mentioned where people go and they adopt the animals, do they keep track of how many animals someone might adopt?

Assistant City Manager Alvarez: Yes

Vice-Chairman Buhler: Ok, that's good.

City Manager Swingle: I think something to remember, when we have the public hearings on these, when you have people that come and speak in opposition, if they're legitimate reasons, surely everyone can understand that, but if they're in a location that is not harming anyone, what's wrong with approving the permit?

Vice Chairman Buhler: You know the other thing is too Bruce, that the people that have a lot of animals, we have to know that those animals are cared for. They can't be abused or the animals have a right too, so I look at that too.

Chairman Sisney: My point is, if we keep saying no and it gets approved anyway, where's the teeth in the law? It just seems kind of a waste of time to me from what I've seen so far. And what about the people that complain and don't want to listen to people's dogs barking all the time? That was the problem on Caballo, is everyone that came up and spoke and said that they can't have church because the dogs are barking all the time. That's my point is because a lot of people don't want to listen to dogs barking.

City Manager Swingle: That's a perfect example Mr. Chair of they put up the fencing that was asked of them and the church came forward and said that the problem had been resolved, that the fencing solved their problem.

Chairman Sisney: That didn't come before us.

City Manager Swingle: No, that went to the Commission.

Assistant City Manager Alvarez: City Commission put it in as a public hearing.

Chairman Sisney: Alright, thank you for answering my question.

Member Alicea: In this situation with Jessica that they had this situation prior to this ordinance?

Assistant City Manager Alvarez: Everyone that's come to you so far has been a situation where they've had their animals prior to the ordinance, yes.

Member Alicea: Is there a way to resolve the situation without because we have been here and when we have this new situation with these codes, that its contrast with this situation.

Assistant City Manager Alvarez: I'm not sure what you're asking.

Member Alicea: I don't think that people like her situation should come necessarily here to beg for their dogs.

Assistant City Manager Alvarez: They're coming here through a process.

Member Alicea: This code is starting for new people.

City Manager Swingle: It's for both.

Member Alicea: She has all these dogs; she's concerned that she has to put them down because people don't want them to have them so is there a way to work differently. As long as you keep bringing them here, we're gonna have this situation, so people are upset. These codes are here.

Assistant City Manager Alvarez: So, you're asking us not bring these to the board if they're pre-existing already?

Member Alicea: When they're coming to us here, we're assuming like they're new.

Assistant City Manager Alvarez: So they're here and they're registering so that puts them in animal control and code enforcement put them kind of on their file so that they can regularly check the animals and then every year they'll have to come back and renew, so that we can ensure that she doesn't come back a year from now and all of a sudden she's requesting 15 dogs; then we'll know that she's not following the compliance. It's just a process and procedure. The applicant would like to know if she can speak.

Vice Chairman Buhler: Yes

Jessica Chavez: The way that I understood it and the reason I'm here, I'll follow any compliance if I have to go down to the 7 dog limit, I mean it will hurt me to have to pick and choose which dogs, but I want to follow every rule and we have since we decided to keep the dogs but the way that I understood it and the reason why I'm here is because I had always filed for a kennel license and now that the new ordinance because it's a multi-family license, I don't qualify for a kennel permit anymore because I don't run a business. So, I don't want you guys to feel that because I'm old to this whole thing and coming into this whole new ordinance, I'll follow any compliance that you guys want me to do. And I don't want this to have to be a make or break where...

Vice-Chairman Buhler: Traci, they sent out letters to the neighbors, right?

Assistant City Manager Alvarez: Correct, yes, everybody has been sent certified letters.

Jessica Chavez: I've never gotten a call; our dogs don't get out.

Vice-Chairman Buhler: You know, I think that you're doing it the right way; you're following the rules and I appreciate that so I'm good...

Jessica Chavez: That was my understanding to be here, I'm not trying to get grandfathered in because I've had this for the past 6 years. It's because I have to have the multi-animal because I can't qualify for a kennel permit anymore because I don't run a business.

Vice-Chairman Buhler: Now will she have to come back?

Assistant City Manager Alvarez: Yes, annually.

City Manager Swingle: Mr. Chair and members of the board, had we had complaints, we'd be having a whole different conversation. But there have been no complaints. The neighbors have been notified of this meeting today, this hearing today. Animal control verified that they haven't had any calls. They've inspected the property and it complies with all of their basic needs for the animals, so from our perspective, we don't see any reason not to approve it.

Chairman Sisney: Again, that was not my point. I appreciate the fact that she has no complaints. I would approve her request for that fact but the other ones, we have lots of complaints. So, I'm just saying that we're gonna get stuck where we're gonna have to how are we gonna be able to disapprove of anybody if we approve anybody who comes up; that was my point, that was all I was trying to say. So, on the topic, I make a motion to approve Ms. Chavez's request for a variance on the 7-animal limit...

Assistant City Manager Alvarez: We're not asking for a variance just for a multi-animal permit.

Vice-Chairman Buhler: It's a multi-animal permit application for 13 dogs.

Chairman Sisney: Ok, the variance on the multi-animal; multi-animal 7...

Assistant City Manager Alvarez: I understand what you're saying Chairman. Normally we would request variances from the code but the animal control ordinance doesn't fall under a variance request; that's more for a planning and zoning or building development standpoint. So, what we're requesting is that she be allowed a multi-animal special use permit allowing her to have the 13 dogs.

Chairman Sisney: Ok. I make a motion that we approve Ms. Chavez request for a multi-animal permit of 13 dogs.

Chairman Sisney made a motion to recommend the Special Use Multi-Animal Permit to the City Commission for final approval.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

b. Public Hearing/Discussion/Action – Summary Plat Amendment 702 N Foch Street, Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman, members of the board, applicant wishes to split the parcel at 702 Foch located in the R2 district. Parcel 1 is 90-foot-wide by 81 long. Parcel 2 is 59 wide by 90 long.

Standards for this district do require a minimum width of 60 foot. This amendment doesn't have any significant effect to alter any of our utilities, drainage, traffic; they'll both have access to City maintained street. Everything was submitted, they're just off by the required 1 foot for them to split the parcel. With that we can open the public hearing if there's any proponents or opponents and the applicants are here as well.

Gordan Edelheit: I have a picture of it, it's not even a foot, but the way the lot, it is a foot in the front and it's got the 60 foot in the back. It's off because of the way the corner, it's a corner lot and it's on the corner of 7th and Foch and this is the back part of it. It has an alley it's got plenty of access and the utilities and it can only improve the neighborhood rather than it just be an empty lot right now.

Chairman Sisney: So, you want to split the lot for the...

Gordan Edelheit: It was 3 lots in there so it's a lot and a half each.

Chairman Sisney: So, you're building a second house on that lot, how will they access that lot with an automobile?

Gordan Edelheit: On 7th and on the alley. So, it's both on the alley and on 7th Street.

Vice-Chairman Buhler: So, you're basically gonna separate (the board members were looking at a map of the lots to get an understanding from the applicant).

Assistant City Manager Alvarez: So, one parcel would have direct access to Foch Street which is a City maintained paved street and the other parcel would have direct access to 7th Street, which is also a City maintained street.

Chairman Sisney: Well, I can see that there has been lots on Foch already divided. Does anyone on the council have any questions?

Vice-Chairman Buhler: No

Chairman Sisney: I see no reason not approve it then.
I'm make a motion to approve Mr. Edelheit's request to divide that lot.

Chairman Sisney made a motion to recommend the Summary Plat Amendment to the City Commission for final approval.

Member Alicea seconded the motion.

Motion carried unanimously.

**c. Public Hearing/Discussion/Action – Summary Plat Amendment 1408/1410 Tin Street,
Assistant City Manager Alvarez**

Assistant City Manager Alvarez: Chairman, member s of the board, the applicant wishes to combine these parcels and it doesn't affect any of our utility, drainage or traffic. Everything is submitted; all applicable neighbors have been notified, and the applicant is here.

Martin Aguilar: My name is Martin Aguilar thank you for being here and seeing us. My sister and I are gonna retire here so we're trying to merge those two properties together and build an attachment to an existing home that's already right there.

Chairman Sisney: Ok, so you're combining the lots together so that the two families are gonna share a lot?

Martin Aguilar: Right.

Chairman Sisney: Ok. So, is there any reason not to approve this?

Assistant City Manager Alvarez: I don't have any concerns or issues. They meet all requirements for the code and I am 100% for any future development, so if they want to add on...

Chairman Sisney: Does anyone on the board have any questions?

Vice-Chairman Buhler: No.

Chairman Sisney: I'll make a motion to approve Mr. Aguilar's request to join those two lots. Can I get a second?

Chairman Sisney made a motion to recommend the Summary Plat Amendment to the City Commission for final approval.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

d. Public Hearing/Discussion/Action – Variance Request 1401 Platinum Street, Assistant City Manager Alvarez

Assistant City Manager Alvarez: Chairman, members of the board, the variance request for this applicant is due to the age of the mobile home. Per our municipal code that was updated in 2018, mobile home units that are installed shall not be more than 20 years old at the time that they're installed. Currently the mobile home sits on a City lot however they are gonna have to move the mobile home from one lot to another; so, once you, in essence, touch or change, you have to bring everything up to code. So, the age of the mobile home doesn't meet our requirements, however I did tell the applicant that they can bring this to you and ultimately City Commission requesting a variance. They've submitted the site plan, they submitted a scope plan, you know, explaining why they need to move the mobile home. A site plan for where it would be located in the future as well as pictures of the existing mobile home for determination to see if it would be...some of our mobile homes aren't in the best of conditions. With that, the applicant is here and we can open public hearing if there's anybody to speak.

Chairman Sisney: I have Christy Sallee.

Assistant City Manager Alvarez: The applicant.

Christy Sallee: My name is Christy Sallee and I am requesting a variance to move my mobile home because it is over 20 years old. Right now, it sits on 175 W. 5th which is an RV park and it's a seniors only RV park so they are...they let me move in originally, I signed a contract and almost immediately they had decided that I needed to move my mobile home. I also have a baby, she's 1 year old and it's just me and her. I've followed all the rules at the RV park but the thing is how it's a seniors only RV park, they're asking that I move it. It's been really difficult finding a location due to rules and regulations and I finally found someone who is willing...it's a privately owned lot and that the 1401 Platinum. They're willing to allow me to move my mobile home there. I have also provided photos of my mobile home with the application for this variance in hopes to see that it's not an old looking mobile home, I mean, it's in good shape for its age.

Chairman Sisney: I'd like to ask some questions. Is it a double wide?

Christy Sallee: It's a single wide.

Chairman Sisney: And that lot that you're putting it on, you're not gonna own that lot?

Christy Sallee: I don't own the lot, no.

Chairman Sisney: So, ok. Can I ask your relationship? You don't have to answer that by the way? What's your relationship to the property owner?

Christy Sallee: Just a good friend.

Chairman Sisney: Ok, so. You know you're just opening yourself up to...I mean you're gonna wind up...the potential, same problem you have now; if you're aware of that.

Christy Sallee: That I'll have to move it?

Chairman Sisney: That you're setting your property on someone else's lot and they can, I don't know what the laws are, but I'm just telling you that you need, I just want you to be aware that these people did you wrong over here and you have more rights to deal with them you're gonna have dealing with this new person, just so you know.

Christy Sallee: Yes, that's a good point and I understand that but I don't have any other options. They're making me move my mobile home or they're gonna take it to court. I purchased this mobile home like I'm renting to own it, and I signed a contract with a realtor before I was informed that it was a senior citizens RV park and I'd have to move it. And in my contract with the realtor it says that I do not have to move the mobile home but the contract of the RV park landlord is saying that I do. So, I don't really have any other option.

Chairman Sisney: Again, I'm gonna say something that's not; I'm not a lawyer, this may be bad advice but you got a good chance of winning your case against these people. You might want to do a little research before you move your property is all I'm saying.

Member Alicea: Does the old trailer gave her misinformation for this?

Chairman Sisney: That's a legal case that she would be involved with, with the owners of the RV park and I'm not an attorney so.

Vice-Chairman Buhler: How much time have they given you to move the trailer that you bought; the trailer was there, right?

Christy Sallee: Yes.

Vice-Chairman Sallee: So, you bought it through a realtor. How much time have they given you to move?

Christy Sallee: They've given me, well, they had said that January 1st they were going to change the name of the RV park and change certain rules I guess of this RV park stating that my mobile home being there is a violation of their rules.

Member Alicea: Is it because you have a kid? Adult RV parks have no kids allowed.

Christy Sallee: They said it was only 3 years prior to me buying it, but I don't know that. They just said that that's what their rules were, however I was not aware of that whenever I purchased the mobile home because I wouldn't have done that. I wouldn't have planned on...it's hard to move a mobile home and it's expensive and it's just me and my baby so I just have to move it.

Chairman Sisney: Exactly, so, how far are you into this contract? How many payments have you made on this house?

Christy Sallee: Since May.

Chairman Sisney: And you've got how many years to pay for it.

Christy Sallee: A lot. Either way it's a contract and I can't go back on it.

Member Alicea: At some point the real state had to know the little details in some way. It didn't come just after you bought it.

Chairman Sisney: Can I ask a question of the City Manager then? Now you got this piece of property that she's financing, she doesn't own it, put it on someone else's property that ...I don't know what to do here. Do you have any suggestions?

City Manager Swingle: I think that you have...

Member Alicea: Like he's concerned that she goes through all this process in vain and she'll have to move this piece of property again.

Assistant City Manager Alvarez: She would have to come back before you guys again and at that point you could make a decision to not allow it.

City Manager Swingle: Right, and as far as the legal advice, the legal advice that you've kind of submitted to her that she probably should look at that and that should be the end of that conversation. It's up to her to do that. Who knows what will happen if you grant this transition in accepting an older trailer?

Vice-Chairman Buhler: Well, it sets a precedent. Would it set a precedent for us to allow that?

Assistant City Manager Alvarez: I think that in situations like this, that it's really a case by case basis. You have to look at the mobile home, the condition of the mobile home and the surrounding area as well. The area that it's going into and take each one into consideration as they come through. I don't know that it would set a precedence, I don't know that I have too many of these that come through. I do have occasional requests and I tell them all the same thing. She's been the first one that wanted to go through this whole process.

City Manager Swingle: I think the spirit of the regulation is, and this is unfortunate, it's just 20 years, we're more concerned about the condition and the appearance of the trailer than anything, but it is 20 years; that's the verbiage in the ordinance and what you have before you is a variance request.

Vice-Chairman Buhler: You know it's too bad that the person didn't come with you to support you, putting your property that you're buying on their property. That would've been a good thing for us to hear that they supported you and you know; it would've been a good thing.

Assistant City Manager Alvarez: Chairman, members of the board, there was a letter submitted to my office on behalf of that property owner.

Vice-Chairman Buhler: Ok, well it would've been nice to have seen that letter.

Assistant City Manager Alvarez: I understand.

Vice-Chairman Buhler: Ok, well I make a motion that we approve you're being bale to move the trailer. You know, you're not in a great situation and your trailer looks nice; I think it's in good shape and I hope it will make the move.

City Manager Swingle: So, your motion is to approve the variance?

Vice-Chairman Buhler: Yes, yes, my motion is to approve the variance.

Vice-Chairman Buhler made a motion to recommend the Variance Request to the City Commission for final approval.

Member Alicea seconded the motion.

Motion carried unanimously.

6. REPORTS FROM THE BOARD

Vice-Chairman Buhler would like the rules of procedure and conduct on the next agenda.

7. REPORTS FROM STAFF

Nothing to report at this time.

8. ADJOURNMENT

There being no further business at hand, Chairman Sisney made a motion to adjourn the meeting.

Vice-Chairman Buhler seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 13th DAY OF MARCH 2023.

Chris Sisney,
Planning & Zoning Commission Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: I.4

SUBJECT: Discussion/Action: Approve and Execute the State of New Mexico Department of Finance and Administration Regional Recreation Quality of Life Grant Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: March 3, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: OJ Hechler

Summary/Background:

City has applied for and received a Regional Recreation Centers Quality of Life Grant Appropriation in the amount of \$449,019.00. Funds will be used for improvements to Ralph Edwards Park for the purchase, installation and landscaping of new Playground and Exercise Equipment.

Recommendation:

Approve and Execute Grant Agreement

Attachments:

- Grant Agreement
- Playground Equipment Proposal
- Exercise Equipment Proposal

Fiscal Impact (Finance): Yes

\$449,019.00

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 3-8-2023

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 62000 REGIONAL RECREATION CENTERS QUALITY OF LIFE**

THIS AGREEMENT is made and entered into by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **City of Truth or Consequences**, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 54, Section 10, Subsection 14, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

22-ZG1023-7 \$449,019.00 APPROPRIATION REVERSION DATE: JUNE 30, 2025
Laws of 2022, Chapter 54, Section 10, Subsection 14, Four Hundred Forty Nine Thousand Nineteen Dollars and Zero Cents (\$449,019.00), To plan, design, construct , furnish and equip the Ralph Edwards Park in Truth or Consequences in Sierra county.

The Grantee’s total reimbursements shall not exceed Four Hundred Forty Nine Thousand Nineteen Dollars and Zero Cents \$449,019.00 (the “Award Amount”).

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse²¹ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Award Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Award Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

²¹ "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Truth or Consequences
Name: Amanda Forrister
Title: Mayor
Address: 505 Sims St. Truth or Consequences, NM 87901
Email: amanda.forrister@torcnm.org
Telephone: 575-894-6673

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Truth or Consequences
Name: Traci Alvarez
Title: Assistant City Manager
Address: 505 Sims St. Truth or Consequences, NM 87901
Email: bswingle@torcnm.org
Telephone: 575-952-0565

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Lynda Martinez
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: lynda.martinez@dfa.nm.gov
Telephone: 505-699-3975

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2025**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or

- (ii) Termination due to complete expenditure of the Award Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension

has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, on Exhibit 3. Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that monthly reports have been submitted. The Grantee hereby acknowledges that failure to complete and submit reports will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and

- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the

employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, 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.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that 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 Grant, during their 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 or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Truth or Consequences** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Truth or Consequences’s** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Truth or Consequences** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Truth or Consequences** or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **City of Truth or Consequences** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Truth or Consequences’** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;

2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Division Director

Date

FEDERAL PROVISIONS

1. Applicability of Provisions.

The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

- A. Grantees are required to follow 2 C.F.R. 200, Subparts A, B, C, and F, as well as certain provisions of Subparts D and E. Those provisions under Subparts D and E are:

Subpart D Post Federal Award Requirements

- 200.300 Statutory and national policy requirements.
- 200.302 Financial management.
- 200.303 Internal controls.
- 200.328 Financial reporting.
- 200.329 Monitoring and reporting program performance.

Record Retention and Access (2 C.F.R. 200.334 – 200.338)

- 200.334 Retention requirements for records.
- 200.335 Requests for transfer of records.
- 200.336 Methods for collection, transmission, and storage of information.
- 200.337 Access to records.
- 200.338 Restrictions on public access to records.

Remedies for Noncompliance (2 C.F.R. 200.339 – 200.343)

- 200.339 Remedies for noncompliance.
- 200.340 Termination.
- 200.341 Notification of termination requirement.
- 200.342 Opportunities to object, hearings, and appeals.
- 200.343 Effects of suspension and termination.
- 200.344 Closeout.
- 200.345 Post-closeout adjustments and continuing responsibilities.
- 200.346 Collection of amounts due.

Subpart E – Cost Principles

- 200.400(a) - (c), and (e) Policy guide.
- 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.
- 200.404(e) Reasonable costs.

- B. The State of New Mexico is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- C. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- D. These Federal Provisions are subject to the CSLFRF Award as may be revised pursuant to ongoing

guidance from the relevant Federal or State of New Mexico agency.

2. Definitions.

For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

“Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

“Entity” means:

- a Non-Federal Entity;
- a foreign public entity;
- a foreign organization;
- a non-profit organization;
- a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
- a foreign non-profit organization (only for 2 CFR part 170) only);
- a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- a foreign for-profit organization (for 2 CFR part 170 only).

“Executive” means an officer, managing partner or any other employee in a management position.

“Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov.

“Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

“Grant” means the Grant to which these Federal Provisions are attached.

“Grantee” means the state identified as such in the Grant to which these Federal Provisions are attached.

“Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

“Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

Is not organized primarily for profit; and

Uses net proceeds to maintain, improve, or expand the operations of the organization.

“OMB” means the Executive Office of the President, Office of Management and Budget.

“Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

“Prime Recipient” means the New Mexico State agency, the New Mexico Department of Finance and Administration, identified as the Grantor in the Grant to which these Federal Provisions are attached.

“Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

“Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

“System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

“Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

Salary and bonus;

Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

Change in present value of defined benefit and actuarial pension plans;

Above-market earnings on deferred compensation which is not tax-qualified;

Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

“Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

“Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

“Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity.

Information on UEIs can be found at: sam.gov/content/duns-uei

3. Compliance.

Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued

pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of New Mexico, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

Per US Treasury Final Award requirements, State programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements.

SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

UEI. Subrecipient shall provide its UEI number to its State, and shall update Subrecipient's information in SAM at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

4. Total Compensation.

Subrecipient shall include Total Compensation in SAM for each of its most highly compensated Executives for the preceding fiscal year if:

The total Federal funding authorized to date under the Award is \$30,000 or more; and
In the preceding fiscal year, Subrecipient received:

80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

\$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

Effective Date and Dollar Threshold for federal Reporting.

Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000.

If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above CSLFRF reporting is required.

5. Procurement Standards.

Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records.

A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

6. Single Audit Requirements.

If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

Election.

A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

Exemption.

If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

7. Grant Provisions for Subrecipient Agreements.

In addition to other provisions required by the Federal Awarding Agency or the State, Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Never Agreement with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). The State is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the

Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

8. Event of Default and Termination.

Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of New Mexico may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of New Mexico under the Grant, at law or in equity.

9. Termination.

The Federal Award may be terminated in whole or in part as follows:

- By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

STATE OF NEW MEXICO
HB2 Regional Recreation Centers/Quality of Life
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: \$ 0.00
C. AIPP Amount (If Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: \$ 0.00
F. Reversion Amount (If Applicable): \$ 0.00
G. Grant Balance: \$ 0.00
H. ☐ ARPA ☐ GF
I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : 2023 (July 1, 2022-June 30, 2023)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that required reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Grant Agreement.

V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent (if applicable)**

Grantee Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
REGIONAL RECREATION CENTERS/QUALITY OF LIFE GRANT - EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, **Project Manager**

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount: _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00 _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: **Project Manager** _____

Signature: _____

Date: _____

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

STATE OF NEW MEXICO
HB2 Regional Recreation Centers/Quality of Life
Monthly Report Form
Exhibit 3

Appropriation Recipient: _____

Appropriation Number: _____

Use of Appropriation Funds	Amount
Capital Expenses	\$ 0.00
Other	\$ 0.00
	\$ 0.00
	\$ 0.00
Total Amount of Appropriation Funds Expended	\$ 0.00

Narrative

Describe the outcomes, results, benefit, and or uses of the appropriation funds



TRUTH OR NEW MEXICO CONSEQUENCES

Ralph Edwards Park Alternative Option 2 Amendments

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Presented By:
Kyle Hitchcock
P.O. Box 15191, Rio Rancho, 87174
Phone (505) 730-1722
Email: KyleH@CreativeRecDesigns.com



TRUTH OR NEW MEXICO CONSEQUENCES

Ralph Edwards Park

Area for Playground





Truth Or Consequences Ralph Edwards Park

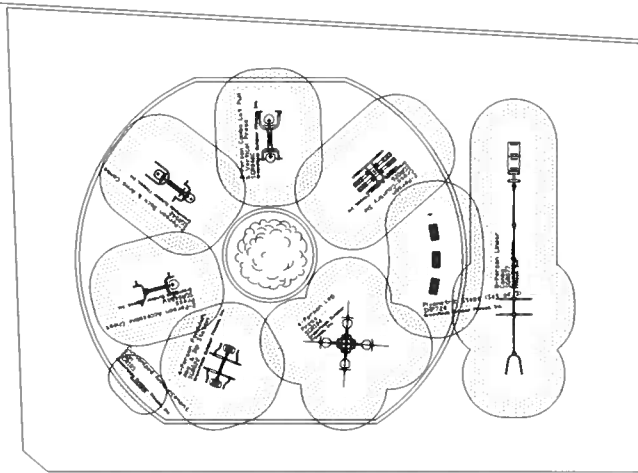
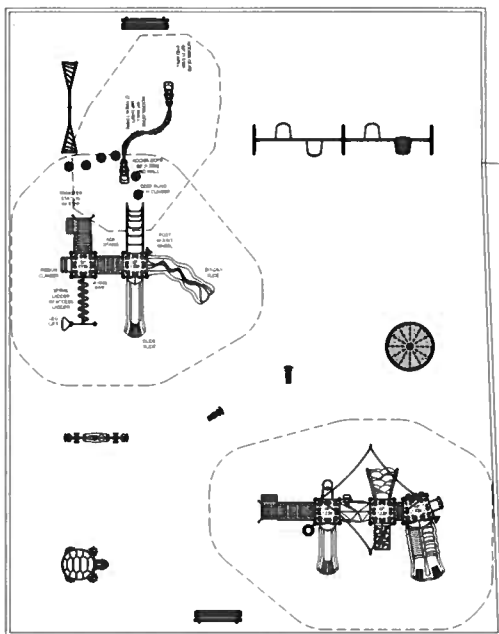


TRUTH OR NEW MEXICO CONSEQUENCES

Ralph Edwards Park

**Design #2A
Amended**





EQUIPMENT SIZE:
As Shown

USE ZONE:
As Shown

AREA:
4500 SqFt.

PERIMETER:
270 Ft.

FALL HEIGHT:
8 Ft.

USER CAPACITY:
39

AGE GROUP:
2-5, 5-12

Require d Provide d	SCHEDULE		Types
	1	2	
Total Elevated Play Activities	X		
Total Ground-Level Play Activities		X	
Accessible		X	
Accessible		X	
Elevate		X	
d		X	
Activiti		X	
es		X	
	X	X	X

✓ ASTM F1487-
✓ CPSC #325



PROJECT NO:
22-REDwards.DIR

SCALE:
3/16"=1'-0"

DRAWN BY:
D DeFilippo

Paper Size
B

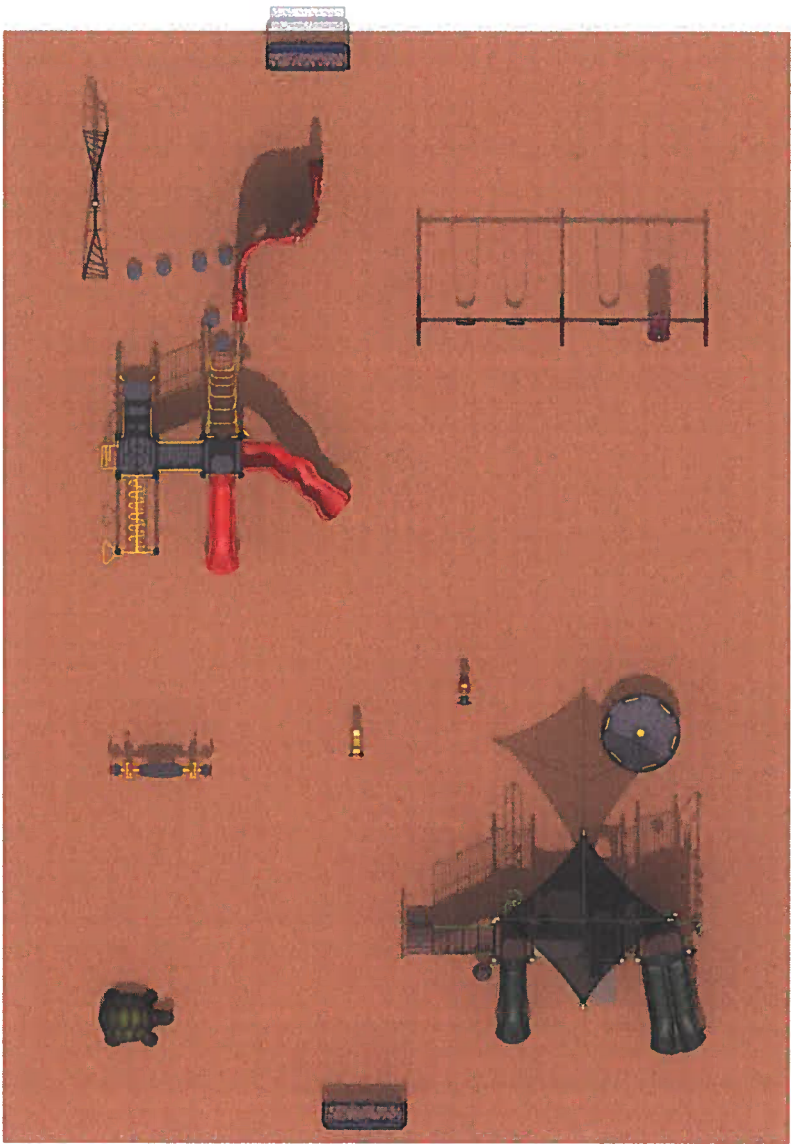
DATE:
7-29-22

Ralph Edwards Park
T or C, NM

*PLAYGROUND SUPERVISION REQUIRED









TRUTH OR NEW MEXICO **CONSEQUENCES**

Ralph Edwards Park

Playground Equipment



Spring Toys





Unity RockR



Ralph Edwards Park



2-Bay Arch Swing



Ralph Edwards Park

RockBlocks: Around the Bend



Cosmic Warp Climber



CREATIVE
RECREATIONAL
DESIGNS

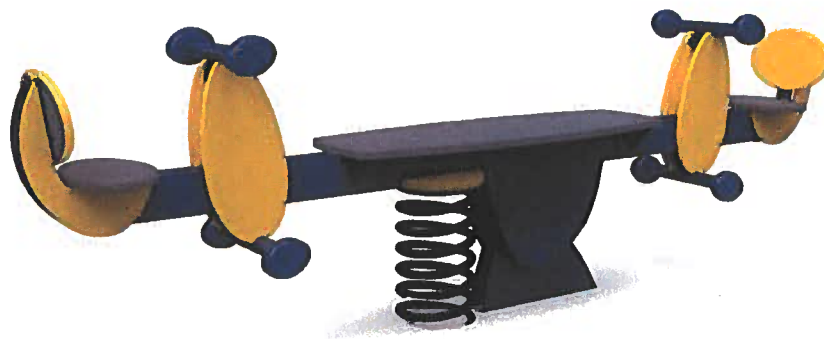
**Truth Or Consequences
Ralph Edwards Park**

Turtle Climber





Duo Seesaw



**Truth Or Consequences
Ralph Edwards Park**



Why Fibar Safety Surfacing

	Fibar System 112	Standard Wood Chips
Warranty:	15-Year	None
Weed Barrier	Yes	None
Slide Exit Mats	Yes	None
Compliance Documentation	Yes	Maybe



**Franklin Vistas Apts III
Anthony, NM
Playground Design**





FIBAR SYSTEMS PERFORMANCE WARRANTY

L I M I T E D W A R R A N T Y

Effective January 1, 2012

TWENTY-FIVE YEAR FibarSystem 300 Performance Limited Warranty:

This 25-year Limited Warranty applies only to FibarSystem 300 playground surface. FibarSystem 300 is warranted by The Fibar Group, LLC to the original purchaser, to meet or exceed Playground Surfacing Guidelines of the U.S. Consumer Product Safety Commission using ASTM Standard F1292 for a period of twenty-five (25) years from the certified date of installation, subject to the conditions and exclusions listed below.

TWENTY YEAR Fibar System 200 and

FIFTEEN YEAR Fibar System 100

Performance Limited Warranty:

This Limited Warranty applies to Fibar Systems 200 and 100. Fibar Systems 200 and 100 are warranted by The Fibar Group, LLC to the original purchaser, to meet or exceed Playground Surfacing Guidelines of U.S. Consumer Product Safety Commission using ASTM Standard F1292 for a period of twenty (20) years for System 200 and fifteen (15) years for System 100 from the certified date of installation, subject to the conditions and exclusions listed below.

LIFETIME FibarDrain Drain Strip and FibarFelt Materials Limited Warranty:

This Limited Warranty applies to FibarDrain Drain Strip and FibarFelt Material ("Materials"). These Materials are warranted by The Fibar Group, LLC to the original purchaser of the materials to be free from defects, including decay and biological degradation, for life from the certified date of installation, subject to the conditions and exclusions listed below.

THREE YEAR FibarMat, FibarGuard Borders, and ADA Ramp Limited Warranty:

This Limited Warranty applies to FibarMat wear mats, FibarGuard Borders, and Fibar's ADA Ramp ("Materials"). These Materials are warranted by The Fibar Group, LLC to the original purchaser of the Materials to be free from defects in material and workmanship for a period of three (3) years from the certified date of installation, subject to the conditions and exclusions listed below.

Warranty Performance:

The entire liability of The Fibar Group, LLC and the purchaser's sole remedy in the event the Materials and/or System do not conform,

the Limited Warranty shall be limited to replacement of the defective Materials and/or System and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditioned upon the System being properly installed and maintained by the purchaser in accordance with the written instructions provided by The Fibar Group, LLC.

Acts Invalidating Warranty:

Incorrect installation, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use FibarMat wear mats at slide exits, under all swings and tire swings [except enclosed or bucket tot swings], use of the System and/or Materials with others not provided by The Fibar Group, LLC, abnormal use, lack of or improper maintenance, or vandalism shall void this Limited Warranty and The Fibar Group, LLC shall have no responsibility with respect to damage resulting therefrom. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty.

Disclaimers:

No other Warranties. The Fibar Group, LLC disclaims all other Warranties expressed or implied, including but not limited to implied Warranties of fitness or merchantability and fitness for a particular purpose. In no event shall The Fibar Group, LLC or its suppliers be liable for any damages whatsoever (including, without limitation, indirect, special, incidental, or consequential damages arising out of the use of or inability to use the System), even if The Fibar Group, LLC has been advised of the possibility of such loss. Because some states do not allow the exclusion of limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Legal Remedies:

This Limited Warranty gives you specific legal rights, and you may have other rights that vary from state to state.

Prior Statements of Warranty:

This warranty supersedes and replaces any previous warranties.

Customer Service: For emergency service: Contact your authorized Representative or The Fibar Group, LLC, 80 Business Park Drive, Suite 300, Armonk, NY 10504-1705. Call toll-free 800-342-2721 or 914-273-8770 / Fax: 914-273-8659. E-mail: info@Fibar.com.

©2012 The Fibar Group, LLC U.S. Patent Numbers 4,679,963; 5,026,207 and 5,076,726.



TRUTH OR NEW MEXICO CONSEQUENCES

Ralph Edwards Park Fitness Equipment Proposal

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Presented By:
Kyle Hitchcock
P.O. Box 15191, Rio Rancho, 87174
Phone (505) 730-1722
Email: KyleH@CreativeRecDesigns.com

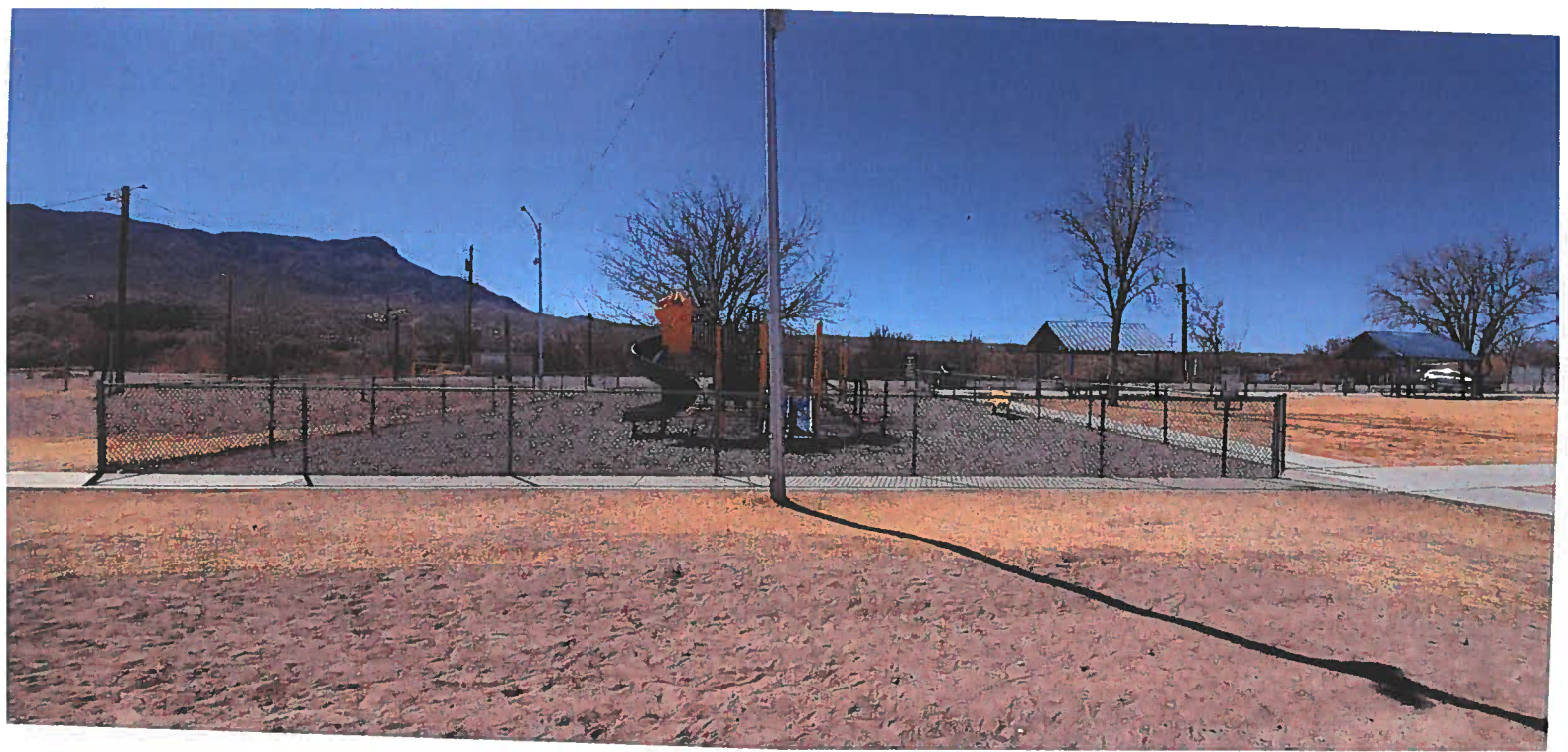


TRUTH OR NEW MEXICO **CONSEQUENCES**

Ralph Edwards Park

Area for Fitness Equipment



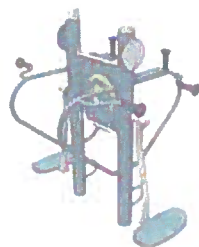




TRUTH OR NEW MEXICO **CONSEQUENCES**

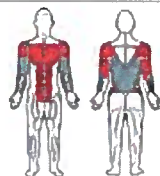
Ralph Edwards Park

Fitness Equipment



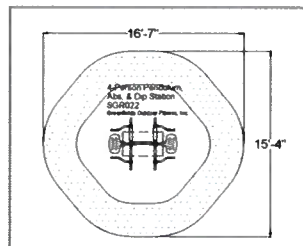
4-PERSON PENDULUM, ABS & DIPS STATION

SGR022



Target muscles
Secondary muscles

- Strengthens upper body, biceps, forearms, lower back and abdominals
- Loosens hips and side
- Can be used by four people simultaneously
- Great social activity



AVAILABLE EXERCISES

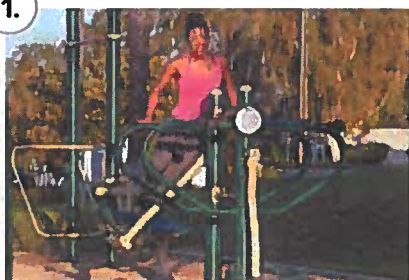
1. Front facing pendulum swing
2. Kickbacks (quads & hamstrings)
3. Rear facing pendulum swing
4. Leg/knee lifts
5. Dips
6. Rear foot elevated split squat

VIEW THE VIDEO



greenfieldsfitness.com/four-person-pendulum-abs-and-dips-video.html

1.



4.



2.



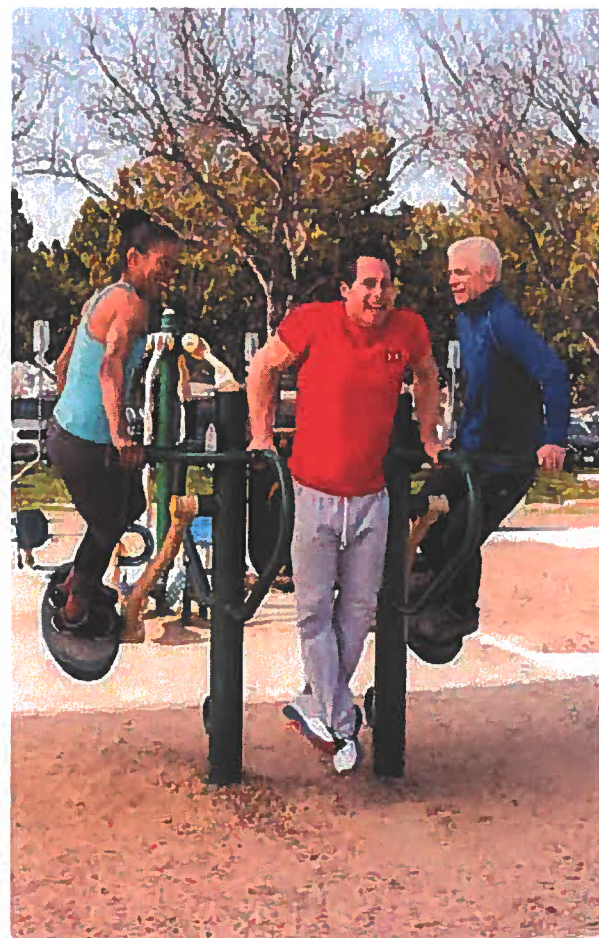
5.



3.



6.

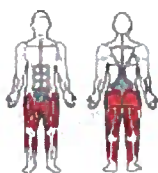




TWO-PERSON CROSS COUNTRY SKI

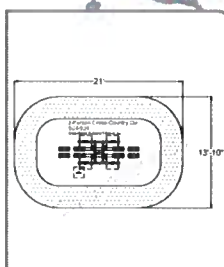
SGR026

Equipped with **SafeStop**



Target muscles
Secondary muscles

- Strengthens leg muscles
- Improves cardiovascular endurance
- Helps recover some lost agility
- Great social activity



The Greenfields Advantage - this unit incorporates Safe-Stop technology for a workout that's smooth and hazard-free



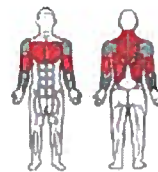
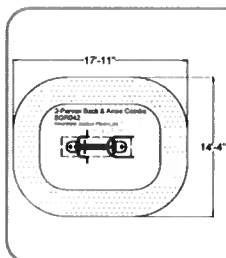
VIEW THE VIDEO
greenfieldsfitness.com/two-person-cross-country-ski-video.html





TWO-PERSON BACK & ARMS COMBO

SGR042



Target muscles
Secondary muscles

- Strengthens back, biceps, triceps and chest
- Can be used by two people simultaneously

VIEW THE
VIDEO

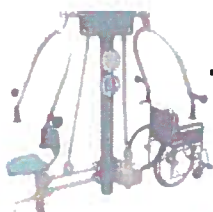


greenfieldsfitness.com/two-person-back-and-arms-combo-video.html

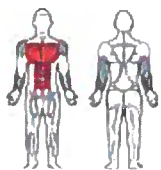


Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most". In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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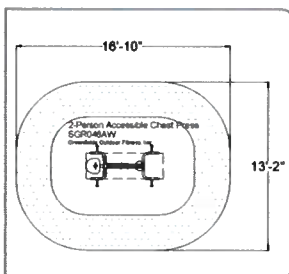


TWO-PERSON ACCESSIBLE CHEST PRESS
SGR048AW
U.S. Patent 9,079,069 B1



Target muscles
Secondary muscles

Strengthens
chest, shoulders,
upper and mid
abs, forearms and
triceps



greenfieldsfitness.com/accessible-chest-press-video.html

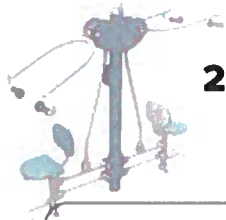


**VIEW THE
VIDEO**



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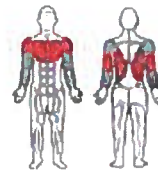
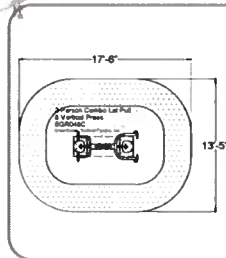
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2-PERSON LAT PULL & VERTICAL PRESS SGR048C



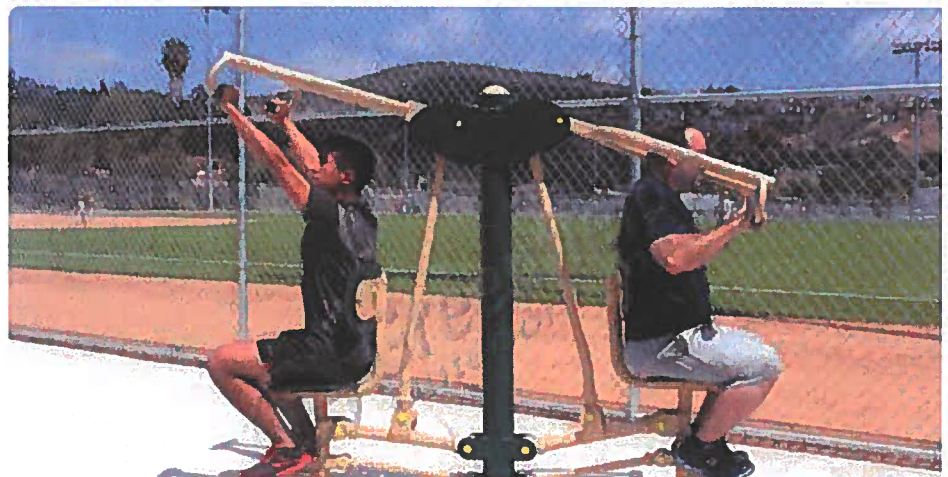
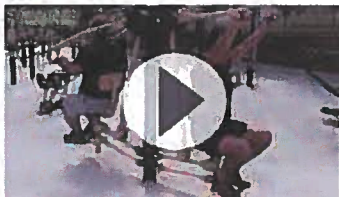
greenfieldsfitness.com/lat-pulldown-and-vertical-press-combo-video



Target muscles
Secondary muscles

Strengthens upper back,
shoulders, arms, and core

VIEW THE
VIDEO



Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most". In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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The 8-person linear station incorporates challenging upper body and core strengthening stations. A bar for assisted push-ups allows those at entry-level fitness to exercise along with advanced users. Bar heights can be adjusted at the time of installation to accommodate individual project requirements.

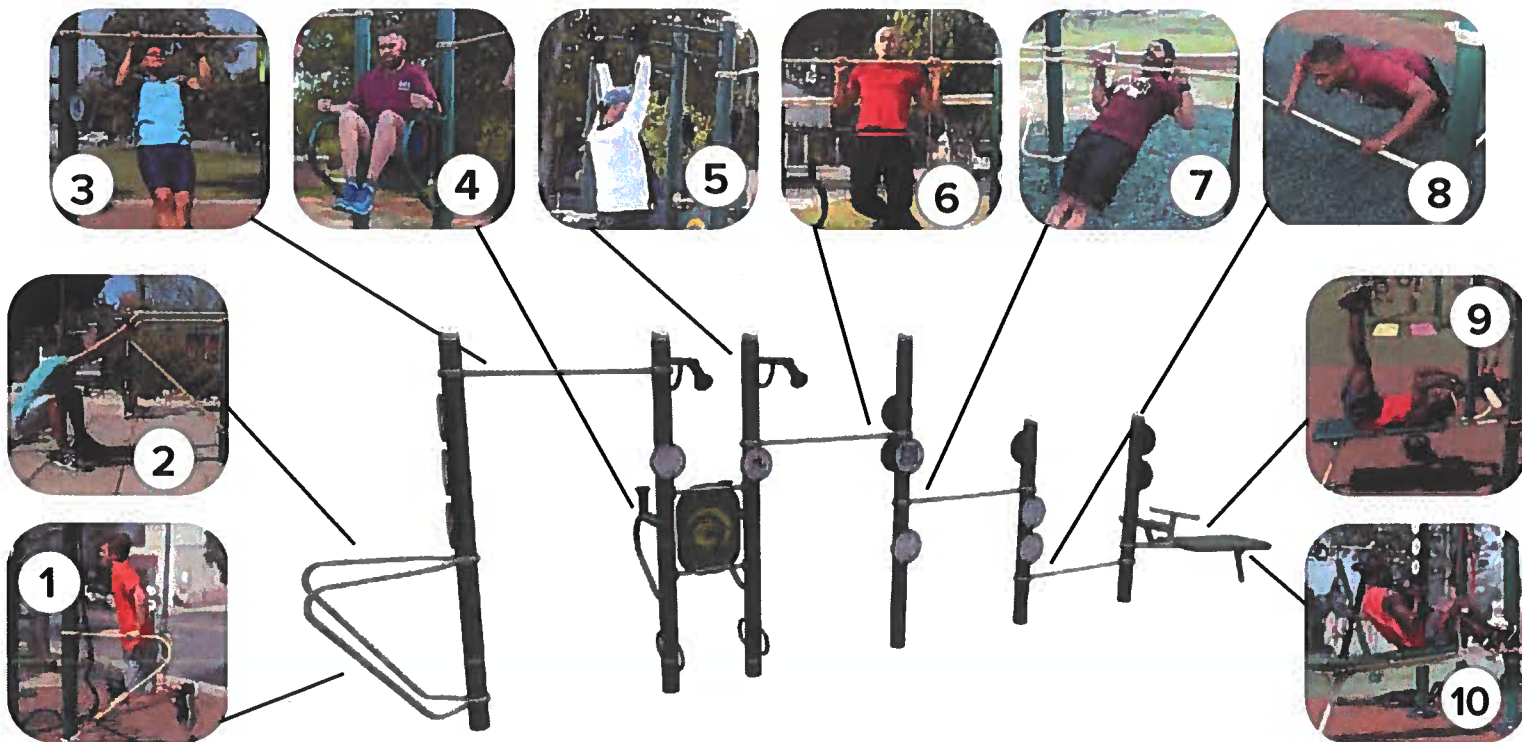
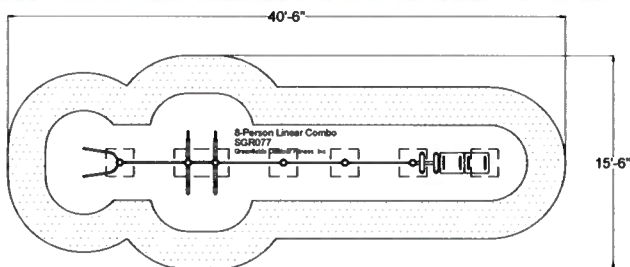


VIEW THE VIDEO

8-Person Linear Station
SGR077

Included exercises:

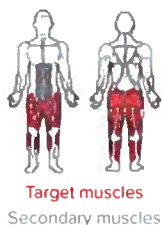
1. Dips
2. Assisted Squats/Stretching
3. Pull-Ups
4. Leg/Knee Raises
5. Parallel Pull-Ups
6. Pull-Ups
7. Modified Pull Ups (different height)
8. Modified Push Ups
9. Incline Leg Raises
10. Incline Sit Ups



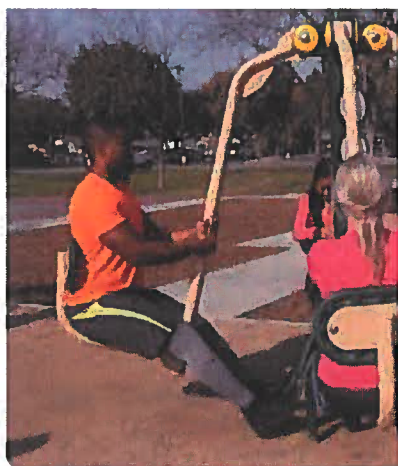
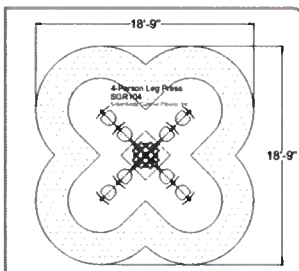


4-PERSON LEG PRESS

SGR104



- Strengthens abdominals and leg muscles, particularly quads and calves
- Great social activity
- Can be used by four people simultaneously



VIEW THE VIDEO

greenfieldsfitness.com/four-person-leg-press-video.html



Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most". In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

© 2022 Greenfields Outdoor Fitness

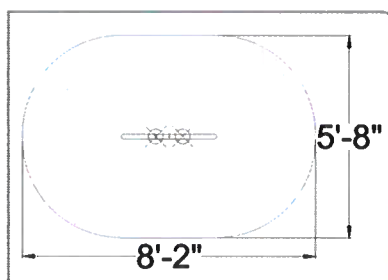


CUSTOMIZED ANNOUNCEMENT SIGN SGR105

Greenfields' Announcement Signs can be fully customized with text, design and logos for no additional charge.

Signs can provide:

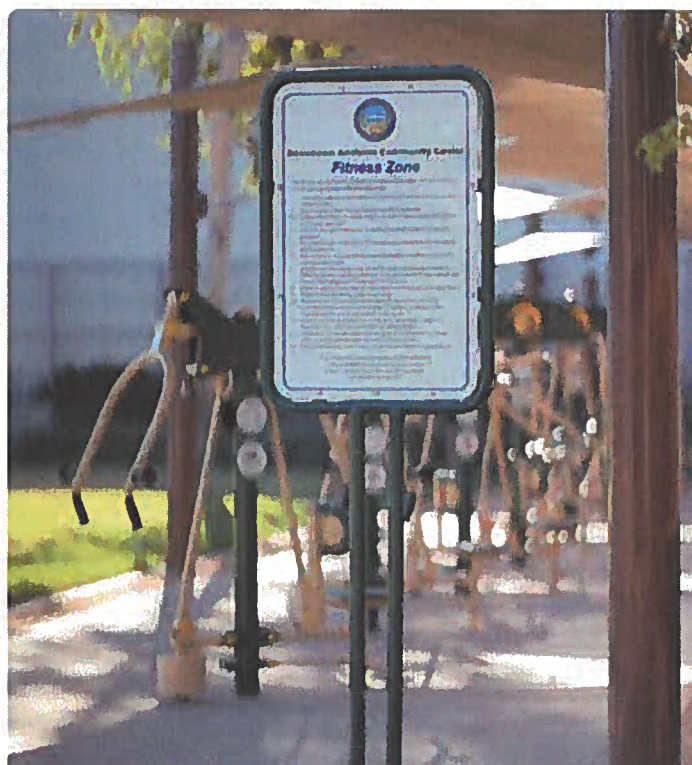
- Safety guidelines
- Donor acknowledgement
- Workout suggestions
- Healthy living guidelines



Sign frame dimensions:
30" x 43"

Sign board dimensions:
25.625" x 39"

Printable area dimensions:
23.625" x 37"



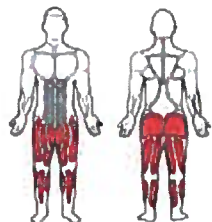
Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most". In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

© 2022 Greenfields Outdoor Fitness



PLYOMETRIC STEPS (Set of 3)

SHP724



Target muscles
Secondary muscles

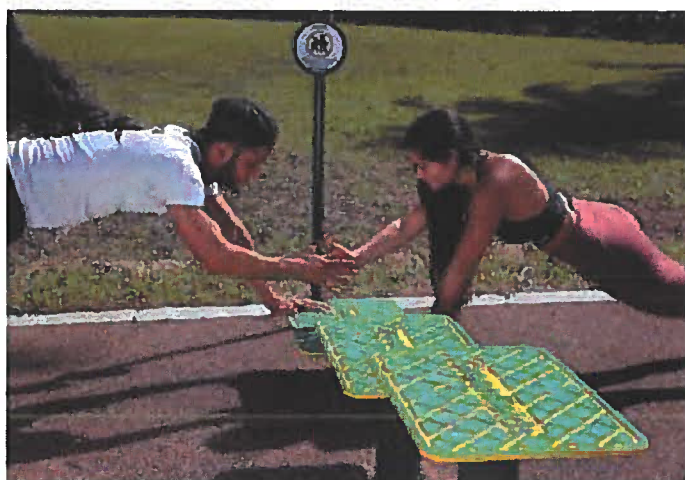
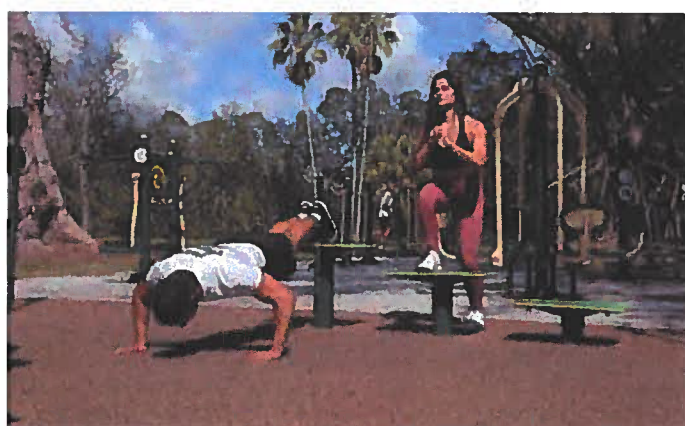
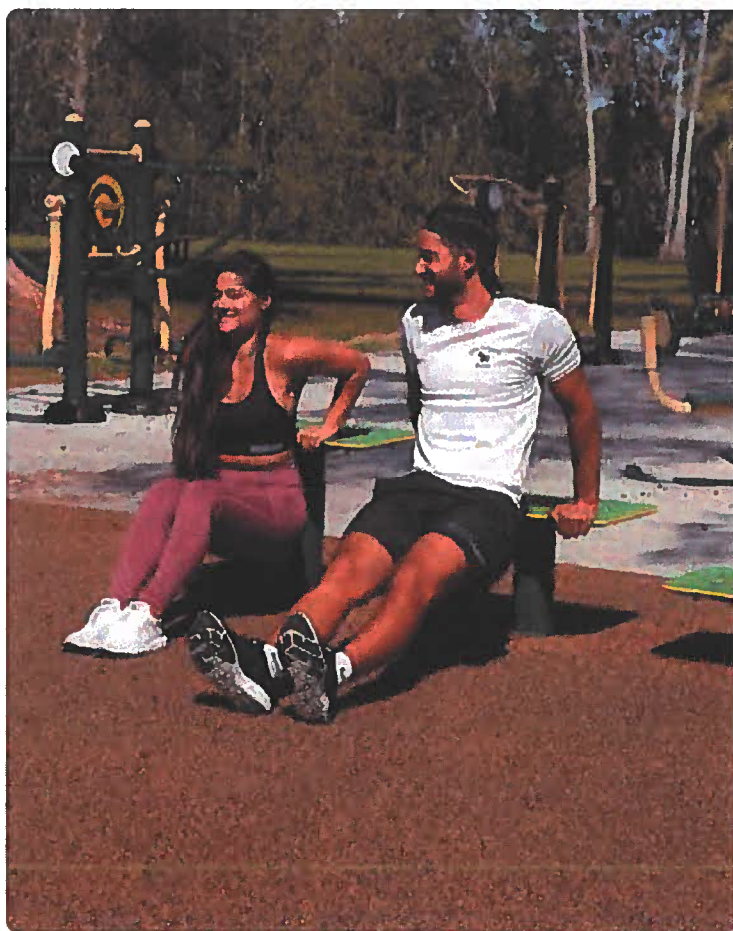
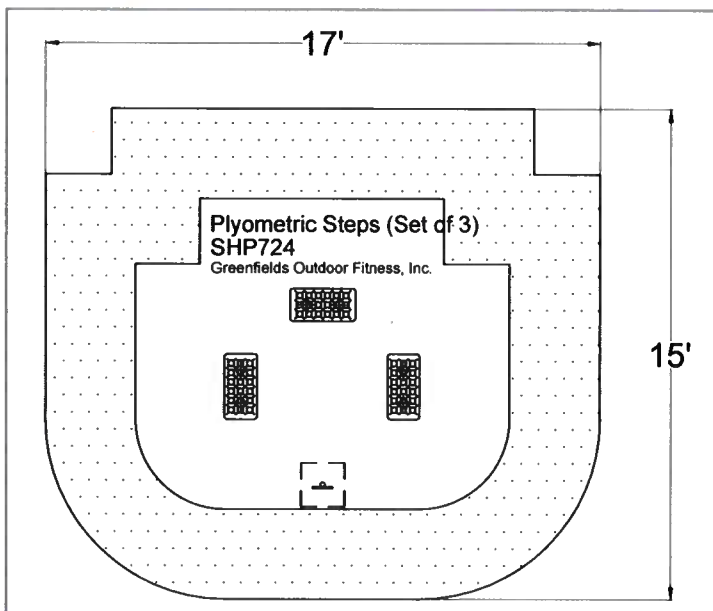
- Develops posture control
- Improves cardiovascular endurance
- Use for a variety of upper and lower body exercises



VIEW THE VIDEO



greenfieldsfitness.com/plyometrics-steps-video.html





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: I.5

SUBJECT: Discussion/Action: Accept FY2023 Community Project Funding/Congressionally Directed Spending Grant Award and Execute Grant Agreement No. B-23-CP-NM-1048 and authorize staff to complete and submit all required documentation

DEPARTMENT: Community Development

DATE SUBMITTED: March 2, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

Request for funding was submitted for Congressionally Directed Spending Community Project Funding for the following: Project would improve the city's water system hydraulics and fix safety issues caused by infiltration and lack of fire flow. This project would also eliminate high pressures issues, supplement conservation of a large percentage of water, reduce service outages for residents, improve the backup and redundancy to the water system, and improve the existing and aging water systems. The water meters are currently older than 40 years, exceeding their life span and resulting in incorrect data regarding water usage and impacting the City's billing system.

- Phase 1 Design and Planning \$1.6 million
- Phase 2 Water meter replacement \$2 million
- Phase 3 Waterline replacement & construction \$4.3 million
- Phase 4 New Well \$500,000

This award is for Phase 1 Design and Planning in the amount of \$1.6 million

Recommendation:

Accept award, execute grant agreement, and authorize staff to submit required documents

Attachments:

- Award Letter
- Grant Agreement

Fiscal Impact (Finance): Yes

\$1.6 Million

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 3-8-2023



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 2, 2023

Bruce Swingle
City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901
Email: bswingle@torcnm.org

Dear Swingle:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available \$2,982,285,641 for “grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending” in the associated table included in the accompanying joint explanatory statement (JES). These “Community Project Funding” or “CPF” awards are administered by the Department of Housing and Urban Development (HUD).

HUD received the below information about your project as listed on the JES, which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#)). A Grant Number (noted below) has been generated by HUD and will be the unique identifier for your project throughout the grant process.

Grantee:	City of Truth or Consequences
Project:	System Redundancy and Hydraulic Enhancements
Amount:	\$1,600,000
Grant Number	B-23-CP-NM-1048

Pursuant to the requirements associated with the FY2023 Act, this FY2023 Grant Award Letter outlines initial grant award requirements and information needed from you to prepare your FY2023 CPF Grant Agreement for execution. The Grant Award Letter also provides an overview of the steps to execute your Grant Agreement. Further detail is provided within the FY2023 CPF Grant Guide.

This “Grant Award Letter,” is included in the “Grant Award Package” transmitted with the corresponding email. The Grant Award Package also includes:

- the “FY2023 Community Project Funding Grant Guide” (FY2023 CPF Grant Guide),
- your FY2023 Community Project Funding Grant Agreement “FY2023 CPF Grant

- Agreement,” and
- standard forms required to execute your Grant Agreement.

A brief overview of these documents is below:

- 1) **FY2023 CPF Grant Guide:** The FY2023 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2023 CPF Grant Agreement. The FY2023 CPF Grant Guide also provides information on the requirements that will govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

The FY2023 CPF Grant Guide provides guidance and instructions for access to your grant funds and fulfilling the reporting requirements for this award. The FY2023 CPF Grant Guide provides guidance for various grant administration-related actions including the Disaster Recovery Grants Reporting (DRGR) system for the financial management of these grant funds and periodic reporting of project status and accomplishments for this grant. Please refer to this document as it includes important information and forms for accessing DRGR, as well as other information concerning reporting requirements.

- 2) **FY2023 CPF Grant Agreement for this Award:** The FY2023 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please read this FY2023 CPF Grant Agreement carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization’s indirect cost information. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. The grantee’s Authorized Representative, or legal signatory, must sign and date the FY2023 CPF Grant Agreement. Please retain a “copy” (either electronic and/or printed) of the signed and dated document for your records pending receipt of the countersigned copy from HUD. Please also note that to ensure the Project Narrative and Approved Budget (Appendices 1 and 2) reflect the project and budget as approved by HUD at the time of grant execution, Appendices 1 and 2 will be added by HUD on the date that HUD signs the FY2023 CPF Grant Agreement as stated in Article III, sections A and B of the FY2023 CPF Grant Agreement.

- 3) **Standard Forms and Required Materials:**

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form—424 Application for Federal Assistance:
<https://www.hudexchange.info/resource/306/hud-form-sf424/>
- c. SF-424-B, Assurances for Non construction Programs, or SF-424-D, Assurances for Construction Programs: <https://www.grants.gov/forms/sf-424-family.html>
- d. SFLLL Disclosure of Lobbying Activities (as applicable):
<https://www.hudexchange.info/resource/308/hud-form-sflll/>
- e. SF-1199A - Direct Deposit Sign-Up Form:
<https://www.hud.gov/sites/documents/attachmentvisf-1199A.PDF>

Evidence of the American Bankers Association (ABA) number for your depository account, such as a VOIDED blank check, a deposit slip, or similar documentation. The SF1199A form is used to collect the information necessary to establish an account for the grantee in HUD's financial system. The form is to be completed by the grantee and grantee's financial institution.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2023 Grant Agreement. This process and the forms are also available in the FY2023 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants.

Grant Award Process

- 1) HUD will email a Grant Award Package including:
 - a. FY2023 Grant Award Letter (this letter)
 - b. FY2023 CPF Grant Guide
 - c. FY2023 CPF Grant Agreement
 - d. Links to Standard Forms (see list above in number 3)
- 2) Grantee should review the Grant Award Package documents and send HUD the following:
 - a. Signed and dated FY2023 CPF Grant Agreement
 - b. Completed Standard Forms
 - c. Detailed Project Narrative: The detailed project narrative should:
 - i. capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and
 - ii. include all contemplated actions that are part of the project.
 - d. Line-Item Project Budget: The line-item budget should:
 - i. capture the maximum anticipated scope of the proposal including the use of the FY23 CPF grant funds in context of the full project budget; and
 - ii. include all contemplated actions that are part of the project, not just a single activity that the CPF grant is going toward.
- 3) Grantee should initiate or complete a Federal environmental review: If the grantee has not yet done so, they should initiate an environmental review, as applicable.
- 4) HUD reviews returned Grant Award Package for completeness: Once HUD receives a completed grant award package, HUD will review the project narrative and budget, standard forms, grantee-signed and dated FY2023 CPF Grant Agreement.
 - a. If complete, HUD will execute the FY2023 CPF Grant Agreement.
 - b. If information is missing, HUD will work with grantee to finalize the Grant Award Package.
- 5) Payment Process: Once the Grant Agreement is executed by the Grantee and HUD, HUD will assist the grantee in getting set up in HUD's financial system. Once set up in HUD's financial system, grantees will submit payment requests.

To assist you with understanding the materials that you have received, HUD will host a series of webinars and "office hours" starting the week of March 6, 2023, to review the

requirements and support grantees through the grant award process and beyond. HUD will send reminder emails prior to each session with the registration link.

Overview of the FY2023 Act

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- **Environmental Review Requirements:** CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - In keeping with the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any 'choice limiting actions.'**¹
 - Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact ("choice limiting actions"). This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and/or historic resources prior to completion of the historic preservation review process known as Section 106 review.
 - HUD defines the "Federal Nexus" for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.
- For FY2023 grants, the date of the FY 2023 Act's enactment (December 29, 2022) is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus

¹ Choice limiting actions constitute work, such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades, that can have an adverse impact on cultural and / or historical resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts. Examples of 'choice limiting actions' include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment once a full environmental review is completed.

- HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review).
 - After execution of the FY2023 CPF Grant Agreement, these soft costs may be reimbursed if incurred after December 29, 2022, and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.
 - Hard costs can be reimbursed if incurred after a full environmental review is completed and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.

Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the FY2023 CPF Grant Guide and on the program's webpage.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. In transmitting your information, please copy and paste the bolded information as the subject line of your email: **<Grant Number>: <Grantee Name>: Submission of Required Grant Materials**.

If you, or your staff, have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact Vaughn Watson, in CGD at CPFGrants@hud.gov. Please note while your grant officer may change over time, we have a team approach to managing your project. Vaughn Watson is the primary point of contact at HUD for this award and will be available to assist you. Include your grant number and grant name in all email correspondence.

We look forward to working with you on this important project!

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary
Economic Development

ATTACHMENTS:

FY2023 Community Project Funding Grant Guide (Version 1)

FY2023 CPF Grant Agreement

Form HUD-1044 – Assistance Award/Amendment Form

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-NM-1048**

Grantee Name: City of Truth or Consequences

Grantee Address: 505 Sims St. Truth or Consequences, NM 87901

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN) 85-6000144

Federal Award Identification Number (FAIN) B-23-CP-NM-1048

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Truth or Consequences (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,600,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee's Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 –

Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. Disclosure of potential conflicts of interest. The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: I.6

SUBJECT: Discussion/Action: Approval of Parkhill Solid Waste Cost of Service and Rate Design Study Engineering Services Proposal

DEPARTMENT: Community Development

DATE SUBMITTED: March 3, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

Purpose is to review and evaluate the City's Solid Waste to include development of a five-year Revenue Requirement Forecast and ten-year Capital Improvement Plan (to help in leveling annual capital expenditures) as well as Cost of Service analysis to include Residential collection; Commercial collection; Recycling center(s); Bulk collection; Transfer/Disposal; and Administration. Study will assist in Development of Rate and Fee Design Plan

Recommendation:

Approve Proposal

Attachments:

- Parkhill Solid Waste Cost of Service and Rate Design Study Engineering Services Proposal
-

Fiscal Impact (Finance): Yes

\$70,991.25

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 3-8-2023

February 21, 2023

Mr. Bruce Swingle
Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901

Re: Proposal for Engineering Services
Solid Waste Cost of Service and Rate Design Study
City of Truth or Consequences

Dear Mr. Swingle:

Parkhill, along with NewGen Strategies & Solutions, LLC (NewGen), appreciate the opportunity to offer our engineering and consulting services to assist the City of Truth or Consequences (City) in performing a comprehensive solid waste cost of service and rate design study. This Proposal letter identifies the tasks necessary to complete this Scope of Work, as well as the associated Project schedule and budget. It is our understanding that the City intends to utilize the existing April 13, 2022 On-Call Professional Services Contract between the City and Parkhill as the contracting mechanism for this Project.

1.0 SCOPE OF SERVICES

Task 1 – Initiation of Initial Data Request

The Project Team (Parkhill and NewGen) will develop an Initial Data Request that will be needed to begin the review and evaluation of the City's solid waste rates. The data request will include, but is not limited to, operating, financial, management, policy, contract, and ordinance data. The purpose of the Initial Data Request is to become more familiar with the City's operations and policies in order to maximize the effectiveness of our time with City representatives in the Project Kick-off Meeting. The Project Team will issue the Initial Data Request within five days after receiving Notice to Proceed on this Project.

Task 2 – Initial Data and Information Assessment

Once the City has submitted the initially requested data, the data will be reviewed for discussion during the Project Kick-off Meeting. Throughout the course of the Project, data received by the Project Team will be sampled and tested for accuracy. The sampling and testing of data is imperative in regard to using the billing data to set rates, and is essential in the development of proper cost allocations and reliable revenue projections. The Project Team will work closely with the City's billing staff to extract the appropriate billing data. In addition, as necessary, the Project Team will conduct informal interviews with City staff during our review of the historical data to ensure the Project Team understands the information provided.

Task 3 – Project Kick-off Meeting

After receiving the initially requested data, the Project Team will work with the City to schedule a Kick-off Meeting. Primary reason for the Kick-off Meeting is to allow the key Project Team consultants and participants from the City to be introduced and lay the general framework for how the Study will be conducted. This meeting will also allow for the finalization of the proposed work approach, as well as discussion and clarification of the information analyzed in Task 2. In addition, the Project Kick-off Meeting will allow for the Project Team to gain a better understanding of the goals and objectives, as well as expectations, the City desires to achieve from the Study.

Task 4 – Determination of Test-Year Revenue Requirement

A Test-year is a common term in rate studies that refers to an adjusted fiscal year's costs (both operating and capital costs) that will be used as a basis for setting rates. We propose to use the City's Fiscal Year (FY) 2023 solid waste budget as the Test-year, with adjustments for any one-time revenues, atypical expenses, etc. The Project Team will work to document the full cost of the City's solid waste operations, as well as the internal cost borne by the City for solid waste activities. This will include an analysis of solid waste operation's indirect cost responsibility and/or transfers to other funds, and reserve fund requirements.

Task 5 – Forecast of Revenue Requirements

Using the Test-year developed in Task 4, the Project Team will begin the development of a five-year Revenue Requirement Forecast and ten-year Capital Improvement Plan (to help in leveling annual capital expenditures). As necessary, interviews with City staff may be conducted to gather additional data to complete this Task. During this Task, it is crucial to analyze thoroughly the assumptions used in projecting the Revenue Requirements. These assumptions may include, but may not be limited to: growth rates, inflation rates, changes in contractual obligations, and capital improvements. The Project Team will work closely with City staff to examine the City's planned method of financing (e.g., cash, debt, grants) future capital improvements and the financing method's impact on rates, operating and capital reserve targets, and debt coverage requirements, as well as examine anticipated operational and/or staffing changes over the five-year forecast (FY 2024 to FY 2028).

Task 6 – Determination of Realizable Revenue at Current Rates

The results of this Task will provide the data to evaluate the Cost of Service properly, the magnitude of annual overall rate increases, if any, and the probability of redistribution of revenue responsibility between customer classes. In addition, this will afford the Project Team the ability to compare the actual cost to provide service with the anticipated billed revenues. This Task will provide a "check" of the data provided by City staff.

Task 7 – Cost of Service

After developing the Test-year Revenue Requirement and forecasting the revenue requirement for a five-year period, the Project Team will perform a Cost of Service analysis specific to the solid waste service functions. The Cost of Service analysis determines the overall cost responsibility of each customer class for the provision of the solid waste services and is crucial in establishing equitable rates. After developing and forecasting the revenue requirement for solid waste, the Project Team will allocate the revenue requirement to appropriate cost centers. Such cost centers might include, but would not be limited to:

- Residential collection.
- Commercial collection.
- Recycling center(s).
- Bulk collection.
- Transfer/Disposal.
- Administration.
- Other.

The appropriate cost centers for allocation will be identified with the assistance of City staff. After allocation to the appropriate cost centers, the Project Team will then allocate each cost center or functional area to the City's defined customer classes to determine overall cost responsibility by class.

Task 8 – Development of Rate and Fee Design

In the formulation of a Rate and Fee Design plan, a clear and distinct understanding of the City's overall goals and objectives should serve as the foundation for the development of options since rate and fee design enable the City to meet its service pricing objectives. Prior to commencing this Task, members of the Project Team will discuss with City staff the potential Rate Design alternatives that meet the City's pricing goals and objectives. Please note that pricing for this Task includes development of a maximum of two alternative solid waste rate structures.

Task 9 – Draft Report Preparation

The Project Team will develop a draft report summarizing findings, conclusions, and recommendations of the Study. The Project Team is committed to ensuring that the City thoroughly understands the recommendations in the Draft Report and will ensure that City staff has sufficient time to address their concerns and/or questions prior to finalizing the Report.

Task 10 – Final Report Preparation and Presentation

Upon receipt of City staff comments, the Project Team will make appropriate changes and provide the City with the Final Report. After completion of the Final Report, the Project Team will make a presentation of its recommendations to the City Commission.

2.0 DELIVERABLES

- Up to two (2) on-site meetings with the Project Team. Includes the Project Kick-off Meeting (which will include a tour of facilities) and the presentation of the Study results to the City Commission.
- Electronic Copy of Draft Report.
- Electronic and Hard Copies of Final Report.

3.0 PROJECT SCHEDULE

Subject to timely responses to information and data requests, as well as availability of data and a Project initiation date of March 20, 2023, the Project Team will have draft rates for discussion with City staff within 120 days from Notice to Proceed. The various Tasks of this Study will be conducted concurrently, to the extent possible, which ensures the Study is moving forward in a cost-efficient manner.

4.0 ENGINEERING OPINION OF PROBABLE COST

We propose to complete this Project for a lump sum fee of \$66,000 (plus NMGR), with monthly invoicing. New Mexico State law requires Gross Receipts Tax and excise tax to be added to all labor costs while Parkhill employees are in the State of New Mexico. All New Mexico Gross Receipts tax will be in addition to the fees enclosed and will be a reimbursable expense. Gross Receipts Tax is not included within the lump sum fee limit.

If this Proposal meets your expectations, we will consider receipt of an emailed, signed copy of the "TASK ORDER TorC Rate Study ACCEPTANCE SHEET," enclosed as Exhibit A, as Authorization to Proceed. We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to contact us.

Sincerely,

PARKHILL

By 
Michael J. Crepeau, PE
Senior Project Manager | Senior Associate

By 
Matthew W. Kingsley, PE
Principal

MWK/MJC/pg

Enclosures: Exhibit A – Task Order TorC Rate Study

cc: Ms. Traci Alvarez, Assistant Manager, City of Truth or Consequences (w/enclosures)
Mr. Andres Alvarez, Sanitation Director, City of Truth or Consequences (w/enclosures)



EXHIBIT A

TASK ORDER TorC Rate Study ACCEPTANCE SHEET

PARKHILL
333 Rio Rancho Blvd, Suite 400
Rio Rancho, New Mexico 87124
505.867.6990

Description of Services:	Cost of Service and Rate Design Study
Project Name:	City of Truth or Consequences Landfill
Project Address:	Sierra County, NM
Date:	February 21, 2023

For approval and payment of charges, invoices will be charged to the account of:

Firm:	City of Truth or Consequences
Attention:	Mr. Bruce Swingle
Address:	505 Sims Street
City/State:	Truth or Consequences, NM
Zip Code:	87901
Telephone:	575.894.6673
Email:	aalvarez@torcnm.org

This AGREEMENT acknowledges acceptance of the Scope of Services outlined in the attached Proposal letter dated February 21, 2023, in addition to the Agreement for Professional Services between City of Truth or Consequences and Parkhill dated April 13, 2022, and is subject to the following special provisions/payment schedule:

Proposed lump sum fee of \$66,000.00 with monthly progress payments.
Plus NMGR of \$4,991.25 (@ 7.5625%), for a Total Fee of \$70,991.25

Except as expressly modified herein, no other provisions of the Agreement between the Engineer and Client are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Engineer and Client, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

This AGREEMENT is accepted by:

CITY OF TRUTH OR CONSEQUENCES

By (Signature)

By (Type/Print)

Title

Accepted _____

PARKHILL


By (Signature)

Matthew W. Kingsley, PE
By (Type/Print)

Principal
Title

Accepted February 21, 2023



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: I.7

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: March 3, 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 3-8-2023



76 Cain Drive
Brentwood, NY 11717
Phone: (631)617-5330
www.aetco.us

February 10, 2023

Mr. Bo Easley
Electric Department Director
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

RE: 2023 HOT SPRINGS SUBSTATION ELECTRICAL TESTING AND MAINTENANCE
AET Quote: L230102

Dear Mr. Easley:

American Electrical Testing Co., LLC is pleased to present this proposal to perform electrical equipment testing and maintenance at the Hot Springs Substation, on behalf of the City of Truth or Consequences.

American Electrical Testing Company has a staff of highly skilled NETA Certified Field Engineers, Power System Engineers, Professional Engineers, and support personnel available to provide the power system services required for this project.

1) Work Scope:

- a. Two (2) 115kV Siemens CPV Circuit Switchers – North and South
- b. Two (2) 86 TB Lock Outs
- c. Two (2) 86 TP Lock Outs
- d. Eleven (11) Sections of 15kV BBE Switchgear
- e. Nine (9) 15kV BBE, Type 15HKV500 Vacuum Breakers.
- f. Eight (8) Basler BE1-851-G Relays
- g. Two (2) Basler BE1-951 Relays
- h. Six (6) ABB Circuit Shield 87T Relays
- i. Two (2) ABB MMCO Relays
- j. Oil sample - North Transformer for warranty purposes

2) Specifications:

- a) All work shall be performed in accordance with the 2019 ANSI/NETA, Maintenance Testing Specifications for Electrical Power Equipment and Systems.
- b) Hot Springs Substation, One Line Diagram, Dated: 07/11/2014.

3) Pricing

- a) The work in items a thru k above may be performed for the fixed price of: **\$59,308.50, plus** any applicable fees and taxes.

4) Notes & Clarifications:

- a) This proposal includes labor, travel, materials, and test equipment needed to perform the specified testing work during normal work hours (7:00AM-3:30PM, Weekdays). Should TORC require any of the work to be performed outside of normal business hours, all work shall be performed on a time & material basis.



- b) This proposal is based on the equipment being ready to test, in accordance with a pre-determined agreed upon schedule.
- c) Any delays or standby time necessitated by TORC or the site operating conditions shall be additionally invoiced on a time & material basis.
- d) Additional equipment may be tested or repaired upon TORC's written approval on a time and material basis.
- e) Switching, Lockout, and Grounding shall be performed by Truth or Consequences.
- f) Two (2) 120V, 20 Amp Receptacles shall be provided to power test equipment.
- g) This proposal includes a final report detailing equipment tested and findings.
- h) Payment terms for this project are NET30.
- i) This proposal is valid for 60 days.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions, or if we can be of any assistance, please do not hesitate to give me a call @ 631-449-1554.

Sincerely,

William R. Fernandez

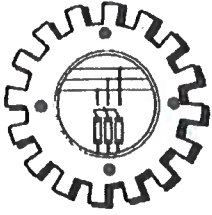
William R. Fernandez

New York Area Manager

William

Fernandez

Digitally signed by: William
Fernandez
DN: CN = William Fernandez
email = wfernandez@aetco.us C =
US O = American Electrical
Testing Co., LLC OU = NY Area
Manager
Date: 2023.02.10 14:24:51 -0500



NORSAL DISTRIBUTION ASSOCIATES INC.

150 CREGAR ROAD HIGH BRIDGE, NEW JERSEY 08829

PHONE 908-638-8900 FAX 908-638-4025

E-MAIL sal@norsalnda.com

SIEMENS AUTHORIZED SERVICE

Mr. Bo Easley
Electric Department
The City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Beasley@torcnm.com

Substation Electrical Preventive Maintenance.

Thank you for considering Norsal Associates to perform electrical preventive maintenance at the Hot Springs substation on the equipment listed.

Equipment Inventory:

- 6 - ABB Circuit Shield 87T Relays
- 2 - 86 TB Lock Outs
- 2 - 86 TP Lock Outs
- 11 - Sections of 15kV BBE Switchgear
- 2 - 115kV Siemens CPV Circuit Switchers – North and South
- 9 - 15kV BBE, Type 15HKV500 Vacuum Breakers
- 8 - Basler BE1-851-G Relays
- 2 - Basler BE1-951 Relays
- 2 - ABB MMCO Relays

Test to ANSI/NETA, Maintenance Testing Specifications for Electrical Power Equipment and Systems.

Pricing: \$72,500.00 plus tax.

Notes:

Work performed during regular work hours.
Switching and grounding by others.
A final report is included.
Net terms 60 days,
Quote valid for 30 days.

We appreciate your consideration. Please contact us if you would like to move forward with this work.

Sincerely,

Salvatore Moscato
President
Mobil; 908 963 3510



Servicing The Power Industry -- 24 Hour Emergency Service

2/2/2023

Bo Easley, Electric Department Director
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Beasley@torcnm.org

Quote # Q70814- Electrical Maintenance Testing – 2023 Hot Springs Substation Electrical Testing and Maintenance

We are pleased to provide our proposal to perform electrical testing and maintenance of equipment listed below. All equipment will be tested per supplied specifications using state of the art techniques and in accordance with NFPA 70B, ANSI, NETA, or other applicable industry standards.

Scope of Work

- 1) Two 115kV Siemens CPV Circuit Switchers- North and South
- 2) Two 86 TB Lockouts
- 3) Two 86 TP Lockouts
- 4) Eleven Sections of 15kV BBE Switchgear
- 5) Nine 15kV BBE, Type 15HKV500 Vacuum Breakers
- 6) Eight Basler BEI-851-G Relays
- 7) Two Basler BEI-951 Relays
- 8) Six ABB Circuit Shield 87T Relays
- 9) Two ABB MMCO Relays
- 10) One oil sample, North Transformer

Burlington Electrical Testing Co., LLC has a staff of highly skilled NETA Certified Field Engineers, Power System Engineers, Professional Engineers, and support personnel available to provide the power system services required for this project.

BET is a union company affiliated with the International Brotherhood of Electrical Workers (IBEW). Our agreement is an international agreement that allows us to work in any jurisdiction in the United States harmoniously with other trade unions on this project.

Burlington Electrical Testing's Field Engineers meet OSHA requirements for "qualified" personnel to work on or near energized equipment. Persons without specialized training do not meet OSHA requirements for working on an energized system; therefore, criminal penalties could result if a serious accident resulted.

The term "testing" as used in this quotation denotes determine "as found" conditions. Minor repairs and adjustments are included. Major repairs, parts replacement or corrections of malfunctions are not included.

PRICE

Our price for BET technicians performing the services described in the proposal during normal working hours on weekdays is ...Eighty-Two Thousand, Four Hundred Fifty Dollars (\$82,450.00)



Clarifications and Exceptions

1. Proposal excludes testing of any equipment not stated in this proposal. Additional equipment may be tested or repaired upon customers approval and at BET's T&M rate.
2. Proposal is based on an agreed upon outage schedule and equipment being available for test. Customer delays will be invoiced at BET's T&M rate.
3. A written Purchase Order is required before work will begin.
4. Customer Responsibility -
 - a. Outage and switching as necessary.
 - b. Lock Out / Tag Out and grounding of equipment prior to work starting.
 - c. Engineering, if required.
 - d. Developing Relay Settings, if required.
 - e. Coordinating and Submitting Outage Requests
 - f. Material Procurement, if required. (e.g., relays, switches, cable etc.)
5. Equipment shall be tested in accordance with International Electric Testing Association (NETA) recommended maintenance testing standards unless otherwise noted. No optional tests are included in this proposal.
6. This proposal does not include any applicable taxes or shipping costs.

This price is firm for 60 days and includes a complete, accurate report, signed by the Project Manager. One digital report will be furnished via email at the completion of testing. This report will document the work that was performed and the test results.

Standard terms are net 30. Any applicable sales tax is not included in price. For nontaxable services, please provide copy of sales tax exemption form.

Thank you for the opportunity to serve you. If you have any questions, or if we can be of further assistance, please do not hesitate to call.

Sincerely,
Stephen Severns – Project Engineer
Ph: 215-826-9400 x 0275 – cell 267-637-7271
Email: steves@betest.com



February 21, 2023

Mr. Bruce Swingle
Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901

Re: Proposal for Engineering Services
Solid Waste Cost of Service and Rate Design Study
City of Truth or Consequences

Dear Mr. Swingle:

Parkhill, along with NewGen Strategies & Solutions, LLC (NewGen), appreciate the opportunity to offer our engineering and consulting services to assist the City of Truth or Consequences (City) in performing a comprehensive solid waste cost of service and rate design study. This Proposal letter identifies the tasks necessary to complete this Scope of Work, as well as the associated Project schedule and budget. It is our understanding that the City intends to utilize the existing April 13, 2022 On-Call Professional Services Contract between the City and Parkhill as the contracting mechanism for this Project.

1.0 SCOPE OF SERVICES

Task 1 – Initiation of Initial Data Request

The Project Team (Parkhill and NewGen) will develop an Initial Data Request that will be needed to begin the review and evaluation of the City's solid waste rates. The data request will include, but is not limited to, operating, financial, management, policy, contract, and ordinance data. The purpose of the Initial Data Request is to become more familiar with the City's operations and policies in order to maximize the effectiveness of our time with City representatives in the Project Kick-off Meeting. The Project Team will issue the Initial Data Request within five days after receiving Notice to Proceed on this Project.

Task 2 – Initial Data and Information Assessment

Once the City has submitted the initially requested data, the data will be reviewed for discussion during the Project Kick-off Meeting. Throughout the course of the Project, data received by the Project Team will be sampled and tested for accuracy. The sampling and testing of data is imperative in regard to using the billing data to set rates, and is essential in the development of proper cost allocations and reliable revenue projections. The Project Team will work closely with the City's billing staff to extract the appropriate billing data. In addition, as necessary, the Project Team will conduct informal interviews with City staff during our review of the historical data to ensure the Project Team understands the information provided.

Task 3 – Project Kick-off Meeting

After receiving the initially requested data, the Project Team will work with the City to schedule a Kick-off Meeting. Primary reason for the Kick-off Meeting is to allow the key Project Team consultants and participants from the City to be introduced and lay the general framework for how the Study will be conducted. This meeting will also allow for the finalization of the proposed work approach, as well as discussion and clarification of the information analyzed in Task 2. In addition, the Project Kick-off Meeting will allow for the Project Team to gain a better understanding of the goals and objectives, as well as expectations, the City desires to achieve from the Study.

Task 4 – Determination of Test-Year Revenue Requirement

A Test-year is a common term in rate studies that refers to an adjusted fiscal year's costs (both operating and capital costs) that will be used as a basis for setting rates. We propose to use the City's Fiscal Year (FY) 2023 solid waste budget as the Test-year, with adjustments for any one-time revenues, atypical expenses, etc. The Project Team will work to document the full cost of the City's solid waste operations, as well as the internal cost borne by the City for solid waste activities. This will include an analysis of solid waste operation's indirect cost responsibility and/or transfers to other funds, and reserve fund requirements.

Task 5 – Forecast of Revenue Requirements

Using the Test-year developed in Task 4, the Project Team will begin the development of a five-year Revenue Requirement Forecast and ten-year Capital Improvement Plan (to help in leveling annual capital expenditures). As necessary, interviews with City staff may be conducted to gather additional data to complete this Task. During this Task, it is crucial to analyze thoroughly the assumptions used in projecting the Revenue Requirements. These assumptions may include, but may not be limited to: growth rates, inflation rates, changes in contractual obligations, and capital improvements. The Project Team will work closely with City staff to examine the City's planned method of financing (e.g., cash, debt, grants) future capital improvements and the financing method's impact on rates, operating and capital reserve targets, and debt coverage requirements, as well as examine anticipated operational and/or staffing changes over the five-year forecast (FY 2024 to FY 2028).

Task 6 – Determination of Realizable Revenue at Current Rates

The results of this Task will provide the data to evaluate the Cost of Service properly, the magnitude of annual overall rate increases, if any, and the probability of redistribution of revenue responsibility between customer classes. In addition, this will afford the Project Team the ability to compare the actual cost to provide service with the anticipated billed revenues. This Task will provide a "check" of the data provided by City staff.

Task 7 – Cost of Service

After developing the Test-year Revenue Requirement and forecasting the revenue requirement for a five-year period, the Project Team will perform a Cost of Service analysis specific to the solid waste service functions. The Cost of Service analysis determines the overall cost responsibility of each customer class for the provision of the solid waste services and is crucial in establishing equitable rates. After developing and forecasting the revenue requirement for solid waste, the Project Team will allocate the revenue requirement to appropriate cost centers. Such cost centers might include, but would not be limited to:

- Residential collection.
- Commercial collection.
- Recycling center(s).
- Bulk collection.
- Transfer/Disposal.
- Administration.
- Other.

The appropriate cost centers for allocation will be identified with the assistance of City staff. After allocation to the appropriate cost centers, the Project Team will then allocate each cost center or functional area to the City's defined customer classes to determine overall cost responsibility by class.

Task 8 – Development of Rate and Fee Design

In the formulation of a Rate and Fee Design plan, a clear and distinct understanding of the City's overall goals and objectives should serve as the foundation for the development of options since rate and fee design enable the City to meet its service pricing objectives. Prior to commencing this Task, members of the Project Team will discuss with City staff the potential Rate Design alternatives that meet the City's pricing goals and objectives. Please note that pricing for this Task includes development of a maximum of two alternative solid waste rate structures.

Task 9 – Draft Report Preparation

The Project Team will develop a draft report summarizing findings, conclusions, and recommendations of the Study. The Project Team is committed to ensuring that the City thoroughly understands the recommendations in the Draft Report and will ensure that City staff has sufficient time to address their concerns and/or questions prior to finalizing the Report.

Task 10 – Final Report Preparation and Presentation

Upon receipt of City staff comments, the Project Team will make appropriate changes and provide the City with the Final Report. After completion of the Final Report, the Project Team will make a presentation of its recommendations to the City Commission.

2.0 DELIVERABLES

- Up to two (2) on-site meetings with the Project Team. Includes the Project Kick-off Meeting (which will include a tour of facilities) and the presentation of the Study results to the City Commission.
- Electronic Copy of Draft Report.
- Electronic and Hard Copies of Final Report.

3.0 PROJECT SCHEDULE

Subject to timely responses to information and data requests, as well as availability of data and a Project initiation date of March 20, 2023, the Project Team will have draft rates for discussion with City staff within 120 days from Notice to Proceed. The various Tasks of this Study will be conducted concurrently, to the extent possible, which ensures the Study is moving forward in a cost-efficient manner.

4.0 ENGINEERING OPINION OF PROBABLE COST

We propose to complete this Project for a lump sum fee of \$66,000 (plus NMGR), with monthly invoicing. New Mexico State law requires Gross Receipts Tax and excise tax to be added to all labor costs while Parkhill employees are in the State of New Mexico. All New Mexico Gross Receipts tax will be in addition to the fees enclosed and will be a reimbursable expense. Gross Receipts Tax is not included within the lump sum fee limit.

If this Proposal meets your expectations, we will consider receipt of an emailed, signed copy of the "TASK ORDER TorC Rate Study ACCEPTANCE SHEET," enclosed as Exhibit A, as Authorization to Proceed. We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to contact us.

Sincerely,

PARKHILL

By 
Michael J. Crepeau, PE
Senior Project Manager | Senior Associate

By 
Matthew W. Kingsley, PE
Principal

MWK/MJC/pg

Enclosures: Exhibit A – Task Order TorC Rate Study

cc: Ms. Traci Alvarez, Assistant Manager, City of Truth or Consequences (w/enclosures)
Mr. Andres Alvarez, Sanitation Director, City of Truth or Consequences (w/enclosures)

EXHIBIT A

TASK ORDER TorC Rate Study ACCEPTANCE SHEET

PARKHILL
333 Rio Rancho Blvd, Suite 400
Rio Rancho, New Mexico 87124
505.867.6990

Description of Services: Cost of Service and Rate Design Study
Project Name: City of Truth or Consequences Landfill
Project Address: Sierra County, NM
Date: February 21, 2023

For approval and payment of charges, invoices will be charged to the account of:

Firm: City of Truth or Consequences
Attention: Mr. Bruce Swingle
Address: 505 Sims Street
City/State: Truth or Consequences, NM
Zip Code: 87901
Telephone: 575.894.6673
Email: aalvarez@torcnm.org

This AGREEMENT acknowledges acceptance of the Scope of Services outlined in the attached Proposal letter dated February 21, 2023, in addition to the Agreement for Professional Services between City of Truth or Consequences and Parkhill dated April 13, 2022, and is subject to the following special provisions/payment schedule:

Proposed lump sum fee of \$66,000.00 with monthly progress payments.
Plus NMGR of \$4,991.25 (@ 7.5625%), for a Total Fee of \$70,991.25

Except as expressly modified herein, no other provisions of the Agreement between the Engineer and Client are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Engineer and Client, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

This AGREEMENT is accepted by:

CITY OF TRUTH OR CONSEQUENCES

By (Signature)

By (Type/Print)

Title

Accepted _____

PARKHILL


By (Signature)

Matthew W. Kingsley, PE
By (Type/Print)

Principal
Title

Accepted February 21, 2023

**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:** 77698**Date:** 02/21/2023**Requisition #:** 89438**Vendor #:** 8050**ISSUED TO:** AMERICAN ELECTRICAL TESTING CO., INC
P.O. BOX 825124
PHILADELPHIA, PA 19182-5124**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		SUBSTATION TESTING 2023 SUBSTATION TESTING 2023 SEE ATTACHED SCOPE OF WORK QUOTES: AMERICAN ELECTRICAL TESTING, NORSAL DISTRIBUTION ASSOCIATES & BURLINGTON ELECTRICAL TESTING	503-3702-47420		0.00	59,308.50

Chief Purchasing Office

Date: 2/23/23

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

SUBTOTAL:	59,308.50
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	59,308.50

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

**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:** 77699**Date:** 02/21/2023**Requisition #:** 89440**Vendor #:** 6058**ISSUED TO:** PARKHILL
ACCOUNTS PAYABLE
4222 85TH ST.
LUBBOCK, TX 79423-**SHIP TO:** City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		ON CALL AGREEMENT- RATE STUDY PARKHILL ALONG W/NEWGEN STRATEGIES & SOLUTIONS, LLC(NEWGEN) OPEN PO	505-3904-48599		0.00	70,991.25

Chief Purchasing Office

Date: 2/23/23

Director of Finance:

Requisition approved electronically.

City Manager:

Requisition approved electronically.

SUBTOTAL:	70,991.25
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	70,991.25

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

PURCHASE REQUISITION APPROVAL

2022-23 Fiscal Year

COMMISSION MEETING 02/22/2023

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
77698	American Electrical Testing Co., Inc	Substation testing	Bo Easley	Electric	\$ 59,308.50	
77699	Parkhill	On call agreement - Rate Study with Newgen Strategies	Andy Alvarez	Solid Waste	\$ 70,991.25	
					\$ 130,299.75	

ATTEST:

Angela Torres, Clerk-Treasurer_____
Date_____
Amanda Forrister, Mayor_____
Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: March 8, 2023

Agenda Item #: I.8

SUBJECT: Discussion/Update: Grants and Projects Update

DEPARTMENT: Community Development

DATE SUBMITTED: March 2, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Update on 28 grant agreements and/or projects totaling \$29,353,537.17 in secured funding that are currently in progress and discuss future applications and funding requests.

Recommendation:

None – Update only

Attachments:

-
-

Fiscal Impact (Finance): Yes

\$29,353,537.17

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 3-8-2023