

*Rolf Hechler
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoeppe
Commissioner*

*Angie Gonzales
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, FEBRUARY 14, 2024; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Gonzales 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, January 24, 2024
2. Acknowledge Regular Lodgers Tax Board Minutes, November 27, 2023
3. Acknowledge Regular Public Utility Advisory Board Minutes, November 20, 2023
4. January 2024 Accounts Payable
5. Take Home Vehicle Forms
6. Subrecipient FY 23/24 2nd Quarter Reports

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Publication of Ordinance No. 759 An Ordinance Amending the City of Truth or Consequences Municipal Code of Ordinances, by Amending Section 14-31 of the Code Pertaining to Taking Service-Without Authority. Bo Easley, Electric Division Director
2. Discussion/Action: Publication of Ordinance No. 763 Authorizing the Issuance of The City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2024, In the Principal Amount of Four Million Eight Hundred Eleven Thousand Dollars (\$4,811,000) For the Purpose of Construction Financing for Acquiring, Extension, Enlarging, Bettering, Repairing or Otherwise Improving the City's Water System. Chris Muirhead, Modrall Sperling
3. Discussion/Action: Resolution No. 32 23/24 Budget Adjustment Request. Assistant City Manager Alvarez
4. Discussion/Action: Resolution No. 33 23/24 authorizing and approving the submission of a completed application for financial assistance and project approval to NMFA for the Colonias Infrastructure Fund Waterline Replacement Project. Assistant City Manager Alvarez
5. Discussion/Action: Resolution No 34 23/24 authorizing and approving the submission of a completed application for financial assistance and project approval to NMFA for the Colonias Infrastructure Fund WWTP Bar Screen Replacement Project. Assistant City Manager Alvarez
6. Discussion/Action: Resolution No. 35 23/24 Requiring the Prompt Removal of Accumulated Rubbish, Junk, Trash and Refuse from the Property at 731 Wyona Street. Traci Alvarez, Assistant City Manager
7. Discussion/Action: Resolution No. 36 23/24 Confirming the City of Truth or Consequences to participate in the NM Department of Transportation Municipal Arterial Program Local Government Road Fund Program. Traci Alvarez, Assistant City Manager

H. NEW BUSINESS

1. Discussion/Update: Water Update. Arnie Castaneda, Water/Wastewater Director
2. Discussion/Action: Approval of the Liquid Waste Dumping Agreement between City of Truth or Consequences and Talon Septic, LLC. Arnie Castaneda, Water/Wastewater Director
3. Discussion/Action: Grant agreement between the New Mexico Economic Development Department and the City of Truth or Consequences for Ralph Edwards Park improvements to include shade structures, floating dock, and a trail. OJ Hechler, Community Services Director
4. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Arts Council Application #4 Reprint of Gallery Brochures. Tammy Gardner, Executive Assistant
5. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Arts Council Application #3 for Website Update/Maintenance. Tammy Gardner, Executive Assistant
6. Discussion/Action: Review, Approve and/or Allocate Funds for MainStreet. Tammy Gardner, Executive Assistant
7. Discussion/Action: Delta Airport Consultants Contract Renewal. Assistant City Manager Alvarez
8. Discussion/Action: Discussion/Action: Contract for Administrative Services with South Central Council of Governments. Assistant City Manager Alvarez
9. Discussion/Action: State of NM Dept. of Aging and Long-Term Services Capital Appropriation A23H-2062 Agreement. Assistant City Manager Alvarez

H. NEW BUSINESS Continued...

10. Discussion/Action: National Museum of the United State Airforce (NMUSAF) Community Static Display Loan Program 2024-2029 Loan Agreement, SDA0220. Assistant City Manager Alvarez
11. Discussion/Action: Approve Impact Fee Funds for Water and Wastewater Impact Fee Land Use Assumptions and Capital Improvement Plan. Assistant City Manager Alvarez
12. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Assistant City Manager Alvarez

I. EXECUTIVE SESSION

1. Limited Personnel Matters (Police Department, Facility Department, Streets Department, Animal Shelter, Finance Department, Golf Course, Parks Department) Pursuant to 10-15-1(H.2).
2. Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2).

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

1. Limited Personnel Matters (Water/Wastewater, Police Department, Facility Department, Streets Department, Animal Shelter, Finance Department, Golf Course, Parks Department) Pursuant to 10-15-1(H.2).
2. Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2).

K. 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 FEBRUARY 28, 2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: January 31, 2024
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Gonzales and department supervisor

Summary/Background:

Carmen Howell – 5 years
Matthew Gransbury – 7 years
Castenada, Arnie – 1 year
Bean, Brian – 1 year

Recommendation:

None. Presentation Only.

Attachments:

- Click here to enter text.
- .

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 2-14-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, January 24, 2024
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 7, 2024
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 2-14-24

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JANUARY 24, 2024

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney
Angela A. Torres, City Clerk-Treasurer
Luis Tavizon, Chief of Police
Tara Manning, Animal Shelter Manager
Tyler Knull, Code Enforcement Officer

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

2. SILENT MEDITATION:

Mayor Hechler called for fifteen seconds of silent meditation.

Commissioner Hoeppner: On Monday, I got the sad news that our very good friend, Dr. Bob, passed away. He was an amazing person, and he was doing a lot of good in the community. As a doctor, he volunteered at the hospital, art hops and different events. He was the life of the party, and he will be missed. Please keep him in your thoughts and prayers.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PUBLIC COMMENT (3 Minute Rule Applies):

Gordon Edelheit addressed the Commission with comments related to the bond issue. (Comments attached hereto and made a part hereof).

Charlotte Janus read the remaining portion of Gordon Edelheit comments.

Cathy Mears Martin addressed the Commission with comments related to:

- I'm here to give an update on what Fiesta is doing. I sent an at-a-glance to the City Commissioners yesterday, which gave some highlights. We are working on Fiesta and collaborating with the Fiesta Committee. We presented Lodger's Tax application this week, which was quite successful overall. I'm working on high level timings for updates and advertising dates, as well as key dates, so we can start getting everything organized and available for people as soon as possible.
- We also have our e-commerce project, which was through a Leeds grant. The first workshop has been created, which is about Facebook Live. It is open to all business owners, and all aspiring business owners as well. The aim of these workshops is to help with online disability, marketing, and sales. They are going to be shared on social media, and we'll be putting it in the paper and sending emails to the MainStreet district as well. We are also collaborating with the Chamber of Commerce so we can get that out as soon as possible.
- We are hiring an intern who is going to assist us with various tasks. We are also hiring an Assistant Executive Director for help with current and future MainStreet projects. We're aiming to have both in place by mid to end of February.

Ron Fenn addressed the Commission with comments related to:

- On item 14. Can you repeal ordinance 756 today or must it go to publication first? If you go to publication, that means you can't repeal the ordinance until February 21st. Since that is usually a month's lag time between publication and action on an ordinance. How much does the city owe for putting on the special election at this point? How much would it cost as of February 21st? The County Clerk, Shelly Trujillo is mailing out special election ballots on February 22nd. It's likely the city will have already incurred the \$22,000 to \$25,000 cost of the election by February 21st. Lastly, what guarantee would the people have that you would not try to renovate the old armory for a PD again? At least if the people turn down the project by way of a special election, you must wait a year before you can bring it up again.
- On Section 15. Can you cancel the March 19th election or has that window already passed?

- Item H10, the Joe Cross from Mayor LLC lease. This is a clear violation of 3-54-1, the state's leasing laws for municipalities. The value under B is over \$25,000 and requires an appraisal from an independent appraiser. D must be done by an ordinance. There's nothing about short-term or anything else in there. It's all about if you lease the property, it must be done by ordinance. And E, this is a referendum item, and it requires only 15% of the voters this time, which is about 157 signatures, which I know that I could get within a couple of weeks. Think twice before you sign this lease without going through the proper procedures. What you'll end up doing is short circuiting the community that has rents that could be used for these people, instead of giving away the public's money to a profit-making organization.

D. REPORTS:

City Manager Gonzales reported the following:

- I love the rain. I just wish it wouldn't rain on McAdoo Street. They were setting up the forms for the concrete, and now there's a puddle.
- I have reports regarding the Dams. I'll work with our Street Department to see where we're at. It looks like the things that are not done are more on an administrative level. I'm not so sure that I can do it. I will double check to make sure we don't need an engineer stamp. I can fill out a template. I'll see how far I can go until I can't go any further.
- We are starting with a 30-day session that started last week. I know the elected officials are very involved in that.

City Attorney Rubin had no reports.

City Commission Reports:

Commissioner Fahl's goals:

- Get into compliance with the Dam Safety Bureau on our high hazard Dams, which are the St. Anne's Dam, Marie Dam, and the Morgan Street Dam.
- Develop a long-term sustainability plan by capitalizing on existing drill wells and transferring those water rights to the new wells. The moratorium is for new wells, but we can transfer the water rights from the wells that we do have.
- Implement a geothermal water monitoring plant for the long-term sustainability of our hot springs district.
- Complete a review of our Personnel Policies, so our employees and leadership are accountable, but also provide them with a method for a teamwork framed work environment.
- Update our Comprehensive Plan and use an identified action plan for the basis of our strategic planning.
- Have each department develop a 5-year strategic plan and do it in-house. We don't need to hire that out. We can use that plan to develop an annual plan of work prior to budget hearings, so we can see what the departments want to do. Then our budget will fall in line with that.

- Ensure that the City of T or C incident command system is utilized in response to wildland fires, and responding fire personnel have appropriate training for wildland fires.

Commissioner Mitchell's goals:

- I would like to work on communication with the public and continue to be transparent to help build a community connection.
- I really want to focus on recreation and tourism in the county, and work with all of the organizations that are already working really hard in our community to make us a better place and to move forward in as positive a light as possible.

Commissioner Hoeppner's goals:

- Infrastructure is priority one. Re-visit the master plans including the downtown masterplan, so we can update it to the newest numbers. This way when grants open, we can immediately apply for those funds, and when investors come to town, we can ask for it.
- Utilize our advisory boards, especially when it comes to public hearings.
- Have things for certain projects at the golf course and for the hot water district, and along the river. I want to see the Healing Waters Trail be extended.
- Have an education park so school classes from other towns can come to visit us, get educated, and have a summer camp.
- Tourism is important, but I want positive tourists. Sierra County has pretty much everything outdoor recreation. We can provide everything, and that is how we should focus as masterplan in form of tourism in entire Sierra County. Emphasis on relaxation and getting away from the bigger cities.

Mayor Pro-Tem Forrister's goals:

- Continue to keep a balanced budget and put something in place so that we can keep our money in the infrastructure funds, which are enterprise funds. That should happen sooner than later. Have something put into place where we hold ourselves accountable to keeping that money in those enterprise funds, so that we can continue to work on our infrastructure.
- The two major problems are our water system and electric infrastructure. I would like to see our plan as well as the master plan. I want to make sure those are more transparent to us and to the community on what we're going forward with on fixing, what our plan is, and what we do yearly. We want to prevent future issues with both the water and electric infrastructures. Budget and Infrastructure are top priorities.
- Focus on our advisory boards. We have lots of them, and I would like to see us streamline that somehow. It would be nice if we had maybe one or two advisory boards and combine them so we can get people on there that want to be on there, and want to stay. We have lots of turnover on our advisory boards. If we could have one or two that advise on everything instead of just being specialized. We could have a business savvy person, a golf course, airport etc. and bring them all on one board so they can advise us that way.

Mayor Hechler's goals:

- I would like us to deal with the Lee Belle Johnson Center. We need to renovate it, or we need to find the final disposition. We're in the process of doing that now and waiting for some more information. If it's going to cost us \$4 or \$5 million to renovate, we may not be able to do that. If it's a more affordable fix, it's an iconic building for our downtown area, and I'd love to be able to do that. When it gets to that point, our taxpayers will make that final decision.
- In 2006, the county presented a referendum to support Spaceport. They purchased bonds in order to do that. We've been paying taxpayer dollars ever since. It was a great benefit to our community the first few years. Our hotels were full, and restaurants had business while they were constructing. They're pretty much through constructing unless they're bringing in some new things. Every time they have a new company come in that does significant changes, we feel the impact. We haven't gotten a whole lot of communication with spaceport in the last couple of years. We're only paying about half a million dollars a year in our county to spaceport. Las Cruces is probably paying about ten. I want to analyze and figure out if the money is better served staying at home. We'll figure that out, and it'll be a community wide decision when we come to it. I'm in the process of getting that done. I called the New Mexico Municipal League, and I have attorneys looking at it. It's possible that we have to let the bond go to its maturity. I don't know when that's going to be. We're trying to figure that part of it out.
- Water Leaks: We're focused on that 110%. We have a grant application for 16 million dollars to the Water Trust Board. We have a \$1.6 million dollar match for that already in place from Senator Heinrich, who's given that to us. Yesterday, Santa Fe had a meeting regarding that, and it passed. We're recommended for funding. That's not the final hurdle. We've got more things to do and more things that will happen. To draw that into perspective, there were some folks that wanted us to claw back the funds for the police department, which is about \$400,000 a year, and put it into infrastructure. I understand it, and I get it. That's 40 years of what we might be getting. If we get the 16 million dollars, that's 40 years of the Police Department claw back. We don't need to de-fund the police. We need to support the police. They need to keep their funding. Fixing our water infrastructure is beyond the means of our community and our citizens. We need to get additional funding from other sources. That's from Santa Fe. It's looking better for us. We've got some other things happening including the WISPI 1 project that's putting some funds directly from our community into fixing our infrastructure. We're moving on it. We're aggressive with it. We'll continue to be aggressive with it. We're going to resolve this thing down the road.
- The recreation center and aquatic center are important additions to our community. We'll have to make some hard decisions about that. Between our golf course and our swimming pool, we generate about \$80,000 a year, and we spend over \$400,000 to have those two facilities open. We're serving very few people in this community directly. Is it fair for our citizens to pay for those few

people to enjoy those facilities? It's a hard sale for me. Are we better served building something using those funds that benefit every citizen in this community. Not only this community, but it should be a Sierra County recreation center. I would like to get the other entities within this county involved. We'll work on that. If the location works out to be near the schools, we've got some issues with that. We're working on that as well. If that works out, we may even go to the schools for some funding to help us out because of the proximity to the Police Department to the schools and the added security I think it represents for the schools. I think they would like that presence.

- We want to improve the local employment opportunities for our youth. They graduate high school, and they go away. Some come back later on to work. We need to keep them here. We'll be talking about an initiative later on called the Rise program that does some of that. I'm excited about that. I'm glad we're able to offer that in our community. That's a start.
- We need to decide the future of our electric company. We're going to be discussing that a little bit today. We may not come to the final conclusion on it. We'll have some more information today, and we'll see the direction that we want to go to see if it's a viable thing. We have some ideas that we might want to present that will keep us going.
- We want to develop our hot springs district. We've always wanted to develop the hot springs district. It's kind of an independent thing, and people have been very successful. As a whole and a hot springs community, we would be stronger. We need to figure that part of it out and work toward that.
- We need to continue to work on quality of life issues to include the Louis Armijo Park. We have already received a planning grant to get part of that done. You've seen what we've done with Ralph Edwards Park. It's now to move on. We'll get that done and get it finished all the way. It's a wonderful asset to our community. We need to do that with Louis Armijo if there's funding out there. If we don't ask for it, we don't get it. We'll be aggressive in asking for those funds. Hopefully, we'll get that done, and we'll have a 5 year plan or a plan to phase in the upgrades to Louis Armijo Park.
- We need to expand the relationship with Virgin Galactic with this community. Virgin Galactic has been a wonderful partner to this community. They've supported our Fiestas. Right now, they're talking about building a campus. This down-sizing thing they went through recently isn't an issue. He went through down-sizing when he worked at spaceport when the white knight had some issues. They sent it back to Mojave. They re-worked it and came back two years later, hired people back, and went back to work. He's very optimistic that's going to happen again. They're working on the next generation space flight vehicles. They're going to have a couple launches this year. We may have a little hiatus, but they'll be back. We want to make sure we expand and exploit that connection with Virgin Galactic.

- We worked on a collaboration between the Veteran's Administration and Sierra Vista Hospital. I originally met with the Mayor at Elephant Butte, our CEO, and the administrator at Veteran's Administration. We're trying to find ways we can collaborate together to keep the money in this community. If they're working together and they're sharing contracts. We're sending them doctors. We may have a contract for psychological treatment. We'll collaborate with the Veteran's Administration to get that done. Hopefully once we develop these contracts with them, and keep the money in town, we can bring Ben Archer into this thing as a unit and see if we can't keep our citizens from having to go out of town all the time for some of these services.

Commissioner Fahl reported the following:

- She will wait until next month.

Commissioner Mitchell reported the following:

- I enjoyed the newly elected officials training that we attended. I learned a lot of information. I found it very pertinent. The first year that I went not knowing anything. Now that I've been here two years, the re-iteration of that information made my job clearer. I thank the city for allowing us to go and my fellow commissioners.
- Fiesta is underway, and we have a lot of support from the community, businesses, Main Street, and Lodger's Tax was very generous in helping us get this event going. A reminder that next year will be the big 75. This year, it's really important that if anyone's interested in helping us make this weekend amazing, and gear up for next year, please attend our meetings. They are held every other Wednesday at the Chamber of Commerce around 4pm. It will be in the paper or online. Our theme this year is Cars & Stripes. It was a suggestion from the Facebook community on getting the schools involved. The stripes represent the Tigers. We're planning on doing lots of things with vintage cars, car shows, and hopefully gear up to bring back the Jeep races.

Commissioner Hoepfner reported the following:

- The trip to Santa Fe was amazing, and I learned a lot. I have a lot to work with. It is also for networking. I was able to make some contacts for the future. It was a lot of information to look at and work on. Thank you again for sending me. It helped me a lot to learn how things are done. I am looking forward to utilizing the information I got and move forward with all the projects we signed up to do, and to serve the people who live here.

Mayor Pro-Tem Forrister reported the following:

- I'm excited to serve on a new board also. We haven't had a meeting yet, but I'll report back after we have a meeting.

Mayor Hechler reported the following:

- On January 4th, I talked with an architect regarding the Lee Belle Johnson Center. We're trying to get the geotechnical engineering done. We're still working on that to determine what we want to do with that building.
- On January 9th -11th, I attended the New Mexico Municipal meetings. I learned some good things. A lot was a re-hash of other times I attended. I always like attending these things because I know we're doing things pretty much right here. I appreciate that from you Ms. Torres for your organization.
- January 12th is a response to our citizens that came here for the downtown traffic. I requested a meeting from the highway department to meet us here. They sent their engineers and planning staff. I also asked Jay and Angie from the SCCOG to meet us. We all talked about what we could do about the downtown area, and the traveling and flow through. We also talked about the water issues we have when it rains. We tried to figure out all those things. That's in the process. We know we have to do something. The highway department has a plan to come to our community within the next 15 months or so. They want to mill 3 inches off Main Street & Date Street, then lower it, and repave it, which is part of their project. They don't do drainage as part of their plan. That tells me we've got to get something going in the next few months to kind of figure that out. They will do something with the slope of re-milling or putting asphalt back down, which might help a little bit, but that's not going to solve our problems. We've got to figure out a way to get that water out of there. Anytime you drive downtown, and you see sandbags in front of business, that's not a good sign. It's not so much that the water pools up. It's when the vehicles drive across the water, it splashes up on the sidewalks and washes in the doors of our businesses. We've got to solve this problem, and we'll continue to try to do that.
- Tomorrow, we have a JPC meeting at Sierra Vista Hospital letting our commissioners know that signed up. Tomorrow from 1-3, we'll be there.
- Yesterday, I spent the day at the round house in Santa Fe. The primary reason I went, was to attend the House Agricultural and Acequias Committee meeting. I ran into Rebecca Bartoo who is the minority analyst for that committee. Gail Armstrong is also on that committee. This is the committee that is overseeing our \$16 million dollar grant application for our water infrastructure. There were 65 projects to be funded worth a total of \$275 million dollars. There's only \$120 million dollars in the fund. I'm pleased to say that they recommended funding for us as one of those projects, and we're going through from the committee to the next level. It looks positive for us, but you know it's not done until the governor signs off on everything at the end of the session. Whenever that happens, or if she doesn't sign, which means it's an automatic veto. We don't know, but it's looking very positive for us. There are enough communities in this state that have water issues that we need to support. I think that's going to happen this time. There is no use building roads everywhere if the understructure of those roads need work. I was able to speak to the committee and represent our community. I was a little bit nervous, but I got it done. I'm hoping that we move forward with that. 55 projects were recommended, and we were one of them. On the other side of the senate bill 95 for \$20 million dollars in additional funds for this

community. We're probably not going to get funded on that because that's on the senate side. The governor's going to have a little bit to say about that. She hasn't funded those in the past. We'll see, but you know what, we don't leave any stones unturned. We go after everything that we can. The other thing that's happening is there's another move for another \$150 million dollars into the Water Trust Board through funding. The state has a multi-billion-dollar surplus. These are cups in a bucket. If that initiative works, and there's another \$150 million dollars placed in the Water Trust Board, then we'll have plenty for next year as well. Things are looking okay for us to deal with this water issue. Nothing has been solidified yet. We'll know the first couple of weeks in March whether we've gotten it or not. I'm really looking forward to those dates.

Mayor Pro-Tem Forrister added the following:

- There is an event that Sierra County Farm Bureau is putting on. It's called the Not-So Newly-Wed game on February 16. You can pick up your tickets at the Farm Bureau, Western Fix, the Sentinel, or Rebel Roadrunner. It's \$50 per couple or \$30 per single including dinner and a cash bar. You must be 21 to attend. I hope to see a lot of our community out there. Farm Bureau does a lot for our community and sponsors anything they possibly can. Go show your support to them.

E. CONSENT CALENDAR:

1. City Commission Regular Minutes, January 3, 2024
2. Acknowledge Regular Public Arts Board Minutes, October 17, 2023

The Consent Calendar was approved with no objections.

Roberts Rule of Order for the Consent Calendar placed on an agenda.

"It is not necessary for a vote to be taken on the consent agenda. Instead, the items may be approved, pending the absence of any objections. and reports that were approved as part of the consent group, even though they were not reviewed at the meeting, but instead, before it by an individual. The presiding officer announces the items on the consent agenda, asks if any item should be removed, then declares the consent agenda adopted unless there's objection. Commonly, no debate is allowed on the consent agenda or on any item included in it."

F. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 762 TDS Franchise Agreement.

Assistant City Manager Alvarez: This came before you at the previous meeting because the existing Franchise Agreement with TDS had expired. There's been no changes since publication. This is the public hearing portion and then final adoption for the agreement. It will increase their fees from 3% to 5% that they'll pay us.

City Attorney, Jay Rubin: I want to add a few more things.

- On paragraph 7a: This is the paragraph where the cable company, at their initiative, can provide us with complimentary programs for City Hall, Fire Station, and Municipal buildings. We added the sentence at the bottom that if they wish to cease the service, they have to give us 20 days notice. That's good. That way if there's a change then we would have plenty of notice.
- On paragraphs 8a & 8g: This is the probation to deal with a possible job or public educational or government use. This is now written in that we have the right to include that if we ever wish to and provide for a charge of \$3 per subscriber. Aside from that, the rest of the ordinance is identical to what we've been working with.

Mayor Hechler opened the public hearing.

Opponents:

Ron Fenn: My opposition is not necessarily to the proposition from TDS, but about public hearings in general. You all have spoken about transparency in this community and trying to increase it. Me standing here as the only person speaking at a public hearing shows that there is not very much concern or even knowledge that's going out in the community. Nobody knows what's going on. Otherwise, there would be people that would be in favor of things or not in favor of things. I recently went through the municipal league and looked and found that T or C is the only Commission/Manager form of government in the state of New Mexico that meets in a morning.

Mayor Hechler requested Mr. Fenn stay on topic for the meeting.

No other comments were made.

Proponents:

There were no proponents.

Mayor Hechler closed the public hearing.

Commissioner Fahl: This is certainly going to be a good thing for us. We're getting a little bit more income. How long is the term?

City Attorney Rubin: It's 10 years. Paragraph 3.

Commissioner Fahl: It's a win for us, and certainly a win for them too.

Mayor Hechler: Assistant Manager Alvarez, how much money do we get from this? I know it jumped from 3% to 5%, but what is it? Do you have any idea?

Assistant City Manager Alvarez: I don't. I apologize. I had that spreadsheet when we did the publication, but I didn't have it included in this agenda. I think our TDS fees run right around \$1000 a month. I'd have to double check. Please don't quote me on that. We get different payments from our franchise agreements. We have gas company, Windstream, TDS, and then we have our pole agreement, so I'm trying to remember off the top of my head – the spreadsheet. I'll bring that information to you.

Mayor Pro-Tem Forrister moved to approve Final Adoption of Ordinance No. 762 TDS Franchise Agreement. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 31 23/24 Budget Adjustment Request.

Assistant City Manager Alvarez reviewed the budget adjustments provided in the packet.

Commissioner Fahl moved to approve Resolution No. 31 23/24 Budget Adjustment Request. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. NEW BUSINESS:

1. Discussion/Action: Authorizing Code Enforcement Officer Tyler Knull as designated representative to act on behalf of the City Manager and Designated Zoning Official for enforcement of the Municipal Code for Property and Building Violations and Appoint Tyler Knull as a Deputy of the T or C Fire Department for Fire Inspections.

Assistant City Manager Alvarez: When our Code Enforcement Officer is out in the field, there are sections of our municipal code that require the City Manager or his/her designated representative or they specify it's the duty of the designated zoning administrator or his/her designee to enforce various sections of the code as it pertains to property and building violations. Staff is requesting, we did this with Jamie Sweeney when she was code enforcement, as you know Officer Tyler Knull is now our code enforcement officer. We are requesting to designate him for those inspections and violations. As well as the municipal code, the Fire Chief can appoint a deputy, so he is requesting that we appoint Tyler as the deputy for the Fire Chief. That will pertain to not only the code

violations, but we do the short-term rental inspections. There are certain aspects to those inspections making sure they have the appropriate fire extinguishers and questions or concerns that may come up. He'll have training with the Fire Chief, and he'll have direct contact during those times. We are just requesting he is designated, so he can act on our behalf.

Commissioner Mitchell: Was this previously Jamie Sweeney? Tyler will get the training?

Assistant City Manager Alvarez: Yes. He's already been in great training with Jamie, but he will need to go out on some inspections with the Fire Chief as well.

Police Chief Tavizon: It's going to be a necessary process if we want to continue to include Code Enforcement to address these codes.

Mayor Hechler: Will there be a move to fill any vacancies? He'll fill that vacancy, but what position is he leaving?

Police Chief Tavizon: He vacated the animal control position. We do have 3 applicants, which we have interviews scheduled for tomorrow to try to fill those positions. We're working to make sure we're at capacity. We are there at the patrol level, so we just have these two to fill at the animal control level. Training will have to be done to get him up to date on code and procedures.

Mayor Pro-Tem Forrister: Just to go back to us talking about keeping our high school graduates here in our community. Tyler graduated from here. He's been working for the city, and I want to congratulate you on your new job title and wish you luck in all your training.

Mayor Hechler: Congratulations. I've always thought, when you work in a position and you exceed your expectations, there will be other opportunities. Congratulations, and keep working hard. There's some good stuff down the road.

Commissioner Fahl moved to authorize Code Enforcement Officer Tyler Knull as designated representative to act on behalf of the City Manager and Designated Zoning Official for enforcement of the Municipal Code for Property and Building Violations and Appoint Tyler Knull as a Deputy of the T or C Fire Department for Fire Inspections. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Update: Animal Shelter Expansion.

Tara Manning, Animal Shelter Supervisor: We received the grant to expand the shelter. Currently, we only have the 13 dog kennels. We have been diligently working for the past 4 years to determine the best options. Working with the engineer, we've come up with a plan to re-arrange the existing floor plan to add 11 more dog kennels. Storage is

currently all in the armory, so we are going to add a storage unit in the current building to avoid going to armory for supplies. We're also adding a dog washing room. Currently, the cats have mostly been in their kennels, so we're also converting the existing laundry room into a space for the cats – "cat-itat". Community members have been making donations. We also have a community member who is going to make some things to attach to the wall, so the cats can run and climb. My goal is to get them a window because sunlight is amazing for cat's mental and physical health. If we're going to spoil the dogs with a play yard, we should do the same for the cats.

Cross discussion ensued about the renovations and improvements.

Mayor Hechler: How often are you at full capacity?

Tara Manning, Animal Shelter Supervisor: Over the 4 years I've been here about 90%. Dec-Feb tends to be better until puppy/kitten season hits. Summer is bad because of visitors to the lake, and the fireworks. It's the worst time of the year. Over the last couple of years, we've been posting on Facebook a week before 4th of July, and that helped prevent lost animals from coming in.

Mayor Hechler: We all share respect for your empathy for these animals. That's part of the reason you're so successful. We really appreciate your effort. Please discuss your adoption and re-location success rate as well as euthanasia. Just talk with us briefly about the way you administer the animal shelter.

Tara Manning, Animal Shelter Supervisor: Our save rate is based on how many live animals come in. They don't pin us for animals that pass away and come into the building vs. the animals that die or get euthanized. To be a no-kill shelter, you have to be at 90%. When I started, our average save rate was 60%. They were putting down animals once they hit 30 days or they ran out of room. They were putting down half the dogs to make room for them. I pushed to work with them more. We don't really enforce the 30 day rule any more. We go based on the animal. Every animal is different. With that, we have worked on following the save rate policies on what no-kill shelters do. If it is for medical reasons, I don't want an animal suffering. It's not fair to them. It's painful to watch them suffer. If it's a court order, I'm not going against a judge. There are times that we get animals that are very aggressive. They try to attack myself and my staff. We work with them. Some are just scared, so we give them time to adjust, and we are able to help some, but sadly, some are just aggressive, and we have to euthanize. Our adoption rates did drop a little. I don't know how I'm going to beat the record for 2022 adoptions. We did 432 adoptions. Last year (2023) we did 381. The first year we opened it was 100. We were very active with adoptions in 2020 during COVID. After COVID, many shelters were overcrowded, and rescuers jumped in to help. Many have closed doors and gone out of business or even general changes and are unable to accept animals. Our rescues fluctuate based on availability. I've been in touch with another organization. They're going to help us transport and get rescuers involved again, so we can get animals to rescuers before getting kennel stress. Hopefully, we

can increase adoptions. My goal is to beat my record from 2022. I will. Then hopefully getting our rescues through the roof as well.

Mayor Hechler: So, I take it that the euthanization is very infrequent? Do you consult with a veterinarian when that does happen?

Tara Manning, Animal Shelter Supervisor: Yes, we bring the animal to the vet for his recommendation, which we follow. He also won't go against a court order. We also get the veterinarians recommendations for aggressive behavior, for medication treatment, behavior training, etc. We have been able to successfully treat kennel stress with holistic treatment such as hemp oil. We have been able to save quite a few with that. Our average save rate is 88.5%! We're almost there.

Mayor Hechler: Once an animal has been in the shelter for 72 hours, it becomes the property of the city. Personally, I've looked at some of the statistics in the past where animals were kept in the shelter over 100 days, sometimes it was because someone was incarcerated or something else happened. We didn't know how to re-locate the animal. I think that policy has saved many more animals than it's ever hurt. Occasionally things happen that may upset some folks, but the overall rule is still a good rule, right?

Tara Manning, Animal Shelter Supervisor: Yes, our main focus is the welfare of the animals. We want to look out for them in every way possible whether it's the physical/mental health. We don't want them to get to the point where they're struggling or suffering because that's not a life, I would want myself or my animals to live. You can walk into the shelter, and I am able to tell you about the information for every animal.

Commissioner Fahl: This is to get to the root of a Facebook problem. Did they find the cat from the couple that wrecked their RV? Do you have an update on Noodles?

Tara Manning, Animal Shelter Supervisor: I don't know a whole lot of information about Noodles. I know they're getting involved with the different police departments to see if the cat is still in the RV. I've been in touch with the family's kids who sadly live in a different part of the county. We're staying in contact with them, and they call to check on updates. Hopefully, there is an answer soon. It's getting cold. I'm sure that cat is getting hungry. Hopefully, we can figure out where it is.

3. Discussion/Action: Board of Veterinary Medicine Animal Care and Facility Fund Grant Recipient Agreement.

Tara Manning, Animal Shelter Supervisor: In August, I went to a conference. They had a working lunch where a discussion of grant money for spay & neuter and parvo/rabies/distemper vaccines. I submitted the grant application and asked for the full

amount. I was shaking with excitement when I got the approval email. In 2020 our previous vet would only allow us to get one animal a month fixed. SCARS stepped up and offered to get one additional animal a month fixed. In 2020, we got 24 animals fixed. Awesome. I was excited. The following year, we got in touch with Dr. Allred, who is amazing. We started working with him. We went into a contract with SCARS. They were going to help us get the feral cats fixed. Because of them, we got 147 animals fixed. In 2022, because of SCARS helping us out and Dr. Allred allowing me to bring 26 animals in one day to get fixed. This took an animal control truck, our van, and the truck to bring them all over. Because of him, we were able to get over 400 animals fixed, in 2022. We got puppies, kittens, everything. Because of that, we've already seen a drop in feral cats, which can take up to 5 years, and we're already seeing a difference now. We've been seeing less puppies. Last year, we were able to get 347 animals fixed, which is still huge from where I started with 24. When we got this grant, I was beyond ecstatic. Think of all the animals we can help. We still want to work with SCARS. SCARS has been giving us so much money in order to get these animals fixed. I'm sure their funding is very low. With this, we want to be able to take over the cats, the ferals, everything. Give them a little break to build their funding back up, so they can help more people in the community. OJ and I are currently working on all the details – exactly what we're going to do with it. That's a lot of money, and we want to make sure we use as much as possible, so when I apply next year, it's not going to be a whole lot less.

Orrin Hechler, Director Community Services: I really want to give kudos to Tara. She did this all on her own. If you think of the impact this has on our community not only within our organization. Not only with our feral cat population. I live downtown. I see them all the time. I have seen a difference over the last couple years. Not only does this free up and help our organization and our community, this frees up other organizations like SCARS. They can now use that money for their own organization and what they need to prioritize. This will have a ripple effect for years to come. I greatly appreciate it, and like I said, Tara deserves a lot of kudos for this.

Mayor Pro-Tem Forrister made a motion to approve the Board of Veterinary Medicine Animal Care and Facility Fund Grant Recipient Agreement. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler made a motion to move item H10; City of Truth or Consequences City Building (297 W. 3rd Ave) Tenant Lease Agreement to Executive Session since it is dealing with real property as per state statute 10-15-1 H8. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

- 4. Discussion/Action: Submission of a Concept Proposal and Grant Application to USDA RISE Grant by Sierra County Business Center Training Division in partnership with the City of Truth or Consequences.**

Assistant City Manager Alvarez: Two weeks ago, I was approached by Melanie with the Sierra County Business Center training division. They had come across the RISE grant and wanted to know if the city would consider entering into a partnership with them so they could potentially apply for the grant. I did some review of this. I think it does have really good idea moving forward. I think it would be very helpful within our community. We would have to come back to the commission with a partnership agreement. Then we would also have to come back to the commission if we were to receive an award on this. Everything will be back in the commission. The first step is submitting a concept proposal, which is due February 1st. What we are asking for at this time would be for us to go ahead and submit the concept proposal to USDA and then go from there to see what they say. I'm sure we'll have some contact and meetings with USDA prior to moving forward. If everything looks good within the concept proposal, then we will have to draw up the partnership agreement. We would address the cash match, which would be covered by Sierra County Business Center. All of that would come back to the commission for review. Before I ask the commission to move forward with any action, since they put together the concept proposal, I'd like to give Melanie the opportunity to explain what they want to do.

Melanie Feldkamp reviewed the Sierra County Business Center presentation.
(Presentation attached hereto and made a part hereof).

Mayor Pro-Tem Forrister: For the partnership, are we just basically your fiscal agent?

Assistant City Manager Alvarez: Yes, from what I can tell, we would just be fiscal.

Mayor Pro-Tem Forrister: Is it a match that's coming in with that? If they get 2 million, do we give them the 2 million right off the bat, or do we filter that through?

Assistant City Manager Alvarez: It looks like it's going to be on a reimbursement request, and there is a 20% match, which they have said they will take care of.

Mayor Pro-Tem Forrister: It's under reimbursement, so it's not like you're going to come and say we need 2 million. I don't know if we could just hand over 2 million.

Melanie Feldkamp, Sierra County Business Center: It's over 4 years.

Commissioner Fahl: What you're saying is, the city is going to be the applicant, and then we're going to have an agreement with them in the scope of work with this group, and they will implement it. Is that correct?

Assistant City Manager Alvarez: Correct. The grant does require a partnership agreement in place, which means approved by our commission.

Commissioner Fahl: Could you tell us a little bit more about this group? I believe I've seen things about them in the newspaper, but are you a non-profit? Tell us about your group itself.

Melanie Feldkamp, Sierra County Business Center: We are not a for-profit or a non-profit. We are going to investigate the possibility of becoming a non-profit. We hold meetings periodically. You'll see it in the newspaper, or I'll post events on Facebook. What we are doing with that is inviting business owners/community leaders to meet with us to share what they feel the needs are specific to trade or specific to employees in general. One of the biggest problems we have in Sierra County, that I've identified by speaking with different business owners, is that nobody wants to work. We want to build self-esteem/confidence in these youth. Then they are motivated to invest in themselves. They will buy into, if you will, the need for additional training. I am the face of Sierra County Business Center training division. I've met with Bobbie Sanders, and I've met with Olive Tree and done a presentation at Olive Tree. I'm going to do a presentation at the high school. We would like to be able to have an internship relationship with them, so that we have students who will receive class credit for doing the classroom training with us. We are trying to work with students with truancy issues or perhaps students on juvenile probation, making our program a part of what they need to do to get out of trouble. Making it a requirement for what they need to do to get off of probation. We are working with different entities within Sierra County to make this happen. I'm so excited. We are currently partnered with The ACT non-profit organization, and that allowed me to generate 4 requests for donation, and what we were requesting. We need laptops. The 4 basic classes will cost \$700, and then the cost of laptops. If we don't get a donation for the laptops, we're going to piece it together. We're going to make this happen either way even if we have to go out for private donation. I'm not sure what that's going to look like at this point, but I believe it will benefit Sierra County, the City of Truth or Consequences in particular, as well as the residents, the youth, and the young adults, if we can make this grant happen.

Commissioner Fahl: Do you have a structured board and bylaws?

Melanie Feldkamp, Sierra County Business Center: No.

Commissioner Fahl: I'm supporting what you've done, and you might connect with Barry Ragsdale. He did that years ago, at the High School. They built homes and sold them, and they got college credits for that. My concern is that we're going to try and get a \$2 million dollar grant for an organization that is not structured. Yes, we totally need this, but maybe you can work with another group that is structured while you build up your reputation as an organization. A grant board isn't going to like that either. I'll support that, but you probably should be partners with a non-profit that has been around for a while, and is structured, and has a board. You can maybe get an agreement with them. You will still do this scope of work but you can work through an organization that's been in place for a while and has all those things together because that could be a problem.

Melanie Feldkamp, Sierra County Business Center: We are currently working to have a structured board. It will probably be an advisory board. We are registered with SOS.

Commissioner Fahl: You don't have the meats and bones of your organization together, and that's critical for any organization to be successful. Until you do, I would be nervous about entering into an agreement with somebody that is registered but is not a functioning board. That's why I'm saying, partner with somebody that is and has a reputation and has shown the capacity to manage things. Then I wouldn't be so worried. Are you going to conduct all the online courses at the facility on Date Street?

Melanie Feldkamp, Sierra County Business Center: Yes, ma'am. If I can show that we are an organized organization.

Assistant City Manager Alvarez: The Commission has to agree to the partnership agreement before the application can be submitted. We can submit the concept proposal and if we haven't got those questions answered for you, then you guys can, at that time, vote against the partnership agreement.

Mayor Hechler: Ms. Feldkamp, we can go ahead and approve the concept plan now, so you can get that part of it done, and then you can work on getting a sponsor or somebody to work through, and then you can come back to us so we can move forward with the entire process.

Assistant City Manager Alvarez: I would like to request that it come back to you at the second meeting in February, so I can have time to make connection with USDA.

Commissioner Fahl moved to accept the Submission of a Concept Proposal to USDA RISE Grant by Sierra County Business Center Training Division in partnership with the City of Truth or Consequences and consider the grant proposal down the road. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Update: PD Update.

Chief of Police Tavizon: I want to read some statistics for the last 16 days of January. The guys have taken 558 calls in just 16 days. That's not up to date. Instead of reading this I wanted to give the folks at home listening and the people in the gallery a little perspective of what public safety means and what it takes to be able to have public safety in your community. Public safety, as you're aware, is a necessity in any civilized society. It's required. You can't get away from public safety. Each community has its own challenges. Me being someone who came in from the outside. We have to make an initial assessment of the overall city limits within our jurisdiction. We look at what kind of challenges we have within our community.

- The interstate: Brings different commerce and smuggling and other crimes. We have a border patrol checkpoint that when they are open, the community sees a little bit of backlash when they have the pursuits, yields. The individuals from those pursuits bail out and enter our community.

- The schools: challenges and culture across the country with active shooters and different situations.
- The river: I've never been in this community when the river was full. I was surprised and impressed by how full it gets. At the same time, it's a public safety challenge. Getting across to the other side to provide services to folks living on the other side of the river.
- Communications: we look at additional resources and other organizations EMS, Fire, and the Sheriff's office and what they have to provide. Part of what we talked about, Commissioner Fahl, ICS system. That's all incorporated. What capabilities do we have within our community in the event of a mass casualty or a mass situation?

These are all the things we have to look at, and then we start bringing it down to our agency. What can we provide as far as training and specialized equipment to be able to assist in these programs? The circle starts getting a bit smaller when we start to identify problems in our own organization.

- Lack of consistency due to turnovers with chiefs in the past – we have had difficulty with this.
- Lack of training – some of the main lawsuits that come across in any law enforcement organization are due to failure to train, failure to supervise. We have to address if our supervisors are adequately trained to supervise our manpower. Then address that issue once it's identified. Are our officers competent in doing their job and providing adequate services?

Once you're here, you're starting to minimize your public safety concerns. You can't discard public safety as a whole in your community from the federal and state levels. Police agencies have – it's hard to be a police officer in the state of New Mexico. Our legislators pass legislation that ties our hands. We're trying to take drugs off the street, and they're giving us obstacles to be able to adequately prosecute those cases when we come across them.

Example: We had legal precedence and the ability on the federal level to do a towing inventory. There were people who would claim to have valuables (money, jewelry, firearms, etc.) when their vehicles were towed without an inventory being done. Agencies were getting sued and having to pay large amounts because of these claims because we couldn't prove otherwise. We began inventory searches, and the Supreme Court allowed it. Well, in state, the Lee Sanders appeal court ruling minimized that, so if there's any kind of closed item, a duffle bag or anything, we can't inventory that. These folks can allege anything, and if it's missing, we're on the hook for it.

That's just one of the challenges not to mention the other prosecutorial challenges that we come across. We're influenced by federal policies.

- Migrant issues with border patrol opening the checkpoints - people crashing. We've eliminated our officers being involved in that because we have no business involving ourselves in federal laws. We're not a federal agency that can enforce those laws to keep those people out of our community and provide that safety for them if we can. We've blocked off the offramps from the interstate.
- Going back to the police department, one of the issues I had to tackle was the evidence vault and property room. It was a nightmare. There's a lot of things I can't disclose about it because it's a breach of security for the police department. It's law enforcement sensitive. When you have meth labs that are put in a tote and stored when they are volatile, we've had to contact state police to assist with disposal. Some of the lack of consistency we've had in the past and some of the challenges I've had since taking over.
- Infrastructure of the department itself: We don't have the luxury of being narrow-minded, single-minded, single trap-minded, in law enforcement. We have to take everything that's bombarded on us and address the challenges that are in front of us. There's that mindset in the community that we have to focus on just the infrastructure, just the waterlines, or this or that. The police department is part of that. Any police department in any organization is part of that.
- The Silver City Police Department settled a lawsuit for \$10 million dollars. What's the cap on our self-insurer's fund? A million dollars? After they depleted their reserves, they had to sell bonds for about \$8 million dollars, from what I understand, on something the community is never going to have anything to look at or benefit the community. It's to pay a lawsuit because they failed to do their job adequately. This resonates to any society, any community. That's what I've been trying to mitigate in my position here as Chief.
- The infrastructure at the Police Department, we had some issues with our electricity. I don't know what was going on. It seemed like every 4-8 hours to every other day, it was inconsistent, but we'd have power outages, which would knock our server down. We have malware to prevent people from coming in and stealing our citizens' personal information that we have in our database. It's one of those things we have to protect our citizens from that aspect as well.
- We need to provide a climate-controlled environment for our evidence. That way there is no evidence that is diminished whether it be blood evidence, narcotics, things like that.
- There's a lot of pressure we have from the federal level, with the attorney general's office here locally in the state, with our local community and our ordinances.
- We have a lot of working cops within our department. We have Animal Control, and that's a whole other ball game. We have Code Enforcement which is a whole other ball game as well. We have ordinances they have to enforce. We're trying to work on making it a little bit easier to be able to hold people accountable. Accountability is huge. Right now, we give them 30

days to comply with something we should be able to cite into court. In Deming, that's how we took care of it. We cited in court. We allowed the judge to make that determination and dismissal based off whether or not they were working on that violation. For me, giving someone 30 days to do something, before any kind of enforcement action, really ties our hand and lengthens the process longer than it needs to be. Those are two working areas.

- We have our Patrol Division. We've got to make sure our officers are following the law, and following any new case law that comes out. We have to keep them updated. We have to train, train, train. We've put close to \$20,000 now in training. That's going to be a continuous thing. There are new requirements that the state is putting on us. De-escalation training, dealing with the mentally ill.
- We have to stay within our operating budget. I looked at that budget and determined, in my professional opinion with my 18+ years of law enforcement experience, to include risk management and getting an opportunity to assess other agencies across the state through the accreditation process that our facility is not up to standard. There's a lot of areas that need some immediate attention. In looking at my budget, I looked at the quarter percent we get from GRT, and that's when speaking with some individuals and doing some research, that was an option that was once on the table was the armory. That's something we could keep within our budget with that quarter percent being there.

My job is to be efficient and effective for the community and to provide the best public safety services that we possibly can. That's why we went with that option. I understand there are individuals in the community that are against it. They want us to focus on the infrastructure. I don't disagree that that's an issue. I understand there was the possibility of just building a brand-new PD. I'm just here to say that we are public servants at the police department. We care about the betterment of the community. If the community decides they see it as the best fit to build a new facility, then that's fine. We'll go with whatever is available, and whatever direction we can go. If the community decides they want us to stay in the building and allow it to fall down around us, then we'll do the best we can. We're doers. We'll fix what we can, and we do what we can to make it work to provide the services that are necessary for our community to feel safe. It's important to feel safe when you go to Walmart, or when you go to pay your bills, or when you go to a restaurant.

Commissioner Mitchell: Mayor Pro-Tem, earlier you said that infrastructure was one of your priorities, and I just wanted to commend and agree with Chief that the Police Department is part of our infrastructure. I've been here my entire life, and how many times I've had to call the police. I once got my log and it was pages and pages long. Mainly it's because an incident at the pool, that had a robbery, a break-in, loose pets, dead animals on the side of the road, and that kind of stuff. People say we need to work on our infrastructure. Maybe they do focus on the water and that is a problem. The Police Department, even though it's just one department in the city, I personally feel they are

integral to our community and to our feelings of public safety. Whatever support we can give them, we need to give them.

Chief of Police Tavizon: I agree. We're supposed to complement the community and be there to provide those positive services and preventative services as well. Thank you for that.

Mayor Pro-Tem Forrister: I know this is coming up later, Mayor, that we're going to be discussing ordinance 756. I want to go ahead and say that no matter what, we aren't taking that GRT from you. That's still going to remain there, so why couldn't they have something nice? Yes, you are correct. That is part of our GRT. That is part of our infrastructure. They are probably the most important part of that.

Commissioner Fahl: Thank you for keeping us safe.

Mayor Hechler: My wife is on Facebook. I don't get on it because I would get heated. There were some comments made about the infrastructure and about the police department moving, taking the \$400,000 that the police department gets and using it for the infrastructure. I think that's small-mindedness. As I alluded to earlier, we need to go get the big bucks from the state. It's available. We need to go fight for it, claw for it, get it any way we can. For instance, if we get the \$16 million dollars, as I said earlier, that's 40 years of PD money. Throw that into context. We need to work on things like that. The WSPI-1 money we're applying for, the \$5-million-dollar grant loan that we want to get, and the \$2.5 million dollar grant on top of that, that's 17 years of PD money. Let's go after the big stuff. Let's not put it on the burden of our taxpayers. We need to get the state to help us here. The response to that person, and it was from the police department, "We can do more than one thing". We can do more than just fix our infrastructure. We can get out and fix things in our community that we can be proud of, that will serve us. We shouldn't be shy or be bashful about doing it. I'll be very interested to see what the Chief has to say down the line. I told the Chief one time, and I'll say it again, we're going to support you in what you want. You give us a direction, and we'll try to do what we can to make that happen. We need to see the big picture of those things. We need to be proud of our community. We need to have fixtures and things in our community we can point to and say "hey that's our community". This is what we're proud of. Hey, that's our law enforcement center no matter where it is or what it is. I'm tired of making excuses for having our police department in the morgue. It's been through several administrations, through several Chiefs, and it's time to do something with this thing one way or another and get it off our table and move down the road. I'll be looking forward to that discussion.

Chief of Police Tavizon: Just be aware that we are doing everything in our power as well to go after grant money as we've already gotten over \$200,000 from the state just for retention and recruitment. We recently got a donation from Dona Ana County. I know that should be a positive thing because it's a fixed asset worth \$79,000 that we don't have to pay for. We can turn around and sell it at auction if we're not happy with what we have. They'll be able to be re-purposed and used for a year or so to help with our

vehicle situation. I was looking at a grant recently for a domestic violence shelter. It's big money. It's a big program. It's over a 3-year period. I think the community needs a domestic violence shelter. It's going to be another one of those things, when we present it, whether or not the community feels that has priority over some other things. I hope they will see that, for those who have been victims of domestic violence, it is extremely important to have the proper facilities for those individuals that are victimized.

Mayor Pro-Tem Forrister: It would be nice for that to be a one-stop shop in the police department.

6. Discussion/Action: Approval of the Grant Agreement between the New Mexico Department of Transportation and the City of Truth or Consequences Police Department.

Chief of Police Tavizon: What you have in front of you is an MOU approving receiving \$12,212 to be directed for traffic safety specifically in the 3 different programs that they provide. These are NMDOT funds. Ultimately, they're federal funds but filtered through the NMDOT here.

- We have \$3,569 that will be specifically put toward DWI and trying to get those off the streets.
- We have \$1,075 that's going to be allocated to buckle-up. We'll be looking for seatbelt citations specifically.
- Selective traffic enforcement. That's all traffic safety. That's any violation that's out there. We have \$7,568 for overtime. These are all overtime reimbursement. Zero match grant.

I ask that you consider approving it then we can start taking care of some of our traffic safety concerns downtown and around our community.

Mayor Pro-Tem Forrister moved to approve the Grant Agreement between the New Mexico Department of Transportation and the City of Truth or Consequences Police Department. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

Assistant City Manager Alvarez reviewed the Purchase Requisitions over \$20,000 provided in the packet.

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

8. Discussion/Action: State of NM Dept. of Economic Development Capital Appropriation Grant Agreement MainStreet Foch Street Project.

Assistant City Manager Alvarez: You previously approved the resolution to support this project for additional funding for Foch Street. We submitted that resolution of support, and they were almost instantaneous in providing us the grant agreement. This is just the grant agreement pertaining to the resolution grant is \$1,016,000 and no match on that. Hopefully, the finalized amount of funds that we'll need to go to construction. That puts them at a little over \$3 million total that we'll have for construction on this project.

Cross discussion of the positive impact of this project on our community.

Commissioner Mitchell moved to approve the State of NM Dept. of Economic Development Capital Appropriation Grant Agreement MainStreet Foch Street Project. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: USDA WSPI-1 (Water System Project Improvements PER 1) Construction Loan Offers.

Assistant City Manager Alvarez: We've exhausted our pre-development loan funds the commission previously approved. We are at the tail end of design and getting ready to go out to construction services. At this time, we'll take the pre-development loan, and we need to go out for the full loan of this project. I reached out to our local bank. We currently have our pre-development with Bank of the Southwest. I reached out to them, RCAC, and First Savings Bank. We did a little bit of back and forth because everybody has some high interest rates. The original offers came in between 8.5% & 7.5%. Whereas RCAC had come in at 5.5%, so I originally was going to be going with RCAC. When I let the other banks know what RCAC was interested in, we had a little bit of a back and forth with the banks. These are the final offers, so I am requesting the commission for direction or approval to proceed forward. This will all come back to the commission by loan ordinance with Chris Muirhead, our bond counsel. We'll go through that whole process and procedure. I'm just requesting a Commission decision on which bank you want me to go with.

Mayor Hechler: Ms. Alvarez, will you discuss briefly what these funds will be used for?

Assistant City Manager Alvarez: This is our WSPI-1 project. This is the preliminary engineering report that's going to cover some of the various pressure issues we have throughout different sections of the city by reducing the pressure and adding some pressure release valves. That will help with some of the leak issues and breaking pipes that we're having. We're also doing some additional waterline expansion kind of up

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above the area of the old Pine Knot. There'll be an additional line in there, which will greatly increase the fire flow. Then also address some of our aging infrastructure lines.

Mayor Hechler: A lot of the water lines are going to get replaced with this, right?

Assistant City Manager Alvarez: Yes.

Mayor Hechler: That's the point I wanted to get across. In addition to that, once we apply for this loan, we also get a grant. Is that correct?

Assistant City Manager Alvarez: Correct. The Commission has already previously accepted this loan grant. This was originally done around 2019. You guys approved it. Anytime we get a loan grant from USDA, we have to go into pre-development loan funds first, for the design of it. That was the \$750,000 loan. This loan pays off that \$750,000 loan and takes us into the loan for that \$750,000 of pre-development plus full construction. Once the project is complete, then USDA steps in. They pay off Bank of the Southwest, and then we have our final loan with USDA.

Mayor Hechler: Final question I have, as we get these loan funds, we're only paying interest on the funds that we get as we get them, right? So, as the project progresses, the more we borrow, the more we have to pay on. It's accumulatively down the road.

Assistant City Manager Alvarez: Correct.

Mayor Pro-Tem Forrister: It looks like Bank of the Southwest is giving us the best terms.

Assistant City Manager Alvarez: I did reach out to our financial advisor, Mark Valenzuela. I submitted all of those to him and let him do a review. Bank of the Southwest and First Savings were both very close, but the kicker is the term. We anticipate full construction to be done hopefully, within 18-24 months because construction takes a while. With Bank of the Southwest, they're willing to go up to 36 months in case there are any construction delays. The big one is the loan origination fee of 1% vs. .75%. That is a considerable savings to the city. Way back when we did the USDA for the wastewater treatment plant, it used to be that the USDA would mandate. It was just automatic through RCAC. USDA has moved on from that. Now they would like us to try and work with our local banks and keep that money local.

Mayor Hechler: That's exactly the point I wanted to make. It's nice that if we're going to go through a process like this that we keep the money locally, and we use local vendors or banks. That's an important consideration here.

Mayor Pro-Tem Forrister moved to approve the USDA WSPI-1 (Water System Project Improvements PER 1) Construction Loan Offer to Bank of the Southwest. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: City of Truth or Consequences City Building (297 W. 3rd Ave) Tenant Lease Agreement.

This item was moved to Executive Session.

11. Discussion/Action: Flood Commission Project Funding.

City Manager Gonzales: I had the opportunity to meet with our Flood Commission. This is all new to me, so it's very interesting for me to listen to. We want to bring to the Commission that Flood Commissioner Jones has offered us some funding from his fund. Sierra County has a Mill from the property taxes that goes into his coffers, and he is offering it to the municipalities, Village of Williamsburg, City of TorC, City of and the City Elephant Butte for projects that you guys would like to do with that funding. It's in the amount of \$100,000, so it will get us started on some of these flood projects. We wanted to bring it to the floor for you to discuss.

Mayor Hechler: Our objective here is figure out how we're going to spend that \$100,000 and what is the best avenue. When we went to this meeting, I invited Commissioner Fahl to attend because she's our dam expert. I'd like to hear what you have to say. We've also got all our reports regarding the dams and what our shortcomings are. That was kind of interesting.

Commissioner Fahl: I kind of summarized them. I made copies. (*complete copy attached hereto and made a part hereof*). I'd like to add to what Angie said. We own 4 structures. They are all technically high-hazard dams. The Dam Safety Bureau inspects the dams every 3-5 years to see if you're in compliance. If you're not in compliance, well then, we have certain things we're going to ask you to do. A high hazard dam is designated a high-hazard dam if there is a threat or loss of life or property if the dam breaches. Cantrell is not an inspected dam, so we just have these 4. I received the inspection reports a year or so ago. I wanted to go over this. The Flood Commission office would like us to spend the \$100,000 before the end of the fiscal year. I believe that a lot of these maintenance issues, which have been on inspections for quite some time, can probably be paid for and completed for most of them using that \$100,000. Because they're high-hazard dams, I noted in there, that you have to have an emergency action plan which is EAP, another acronym, and a new operation of maintenance manual. Emergency action plans are designed by an engineer. There is a template. They give you a template about what to do with this emergency action plan. The plan is basically working with the EMO, which would be Ryan Williams, in our case. If that dam is reaching to a certain level, and we have a certain rain event, they're going to be looking at it. As a raise of concern, if the dam is going to breach, then he will activate certain protocols to evacuate people. That's what you need an engineer for. The engineers create this inundation mapping. They take your water shed, and they look at this storm event, this is who's going to be flooded; a bigger storm event, these are going to be flooded. That's all part of the emergency action plan. That is where the

big cost comes from. They've been asking for these emergency action plans for a long time. I'm suggesting that we hire a firm to do that because the Dam Safety Bureau has not been very amenable to the countless emergency action plans that have been submitted. The Caballo District submitted one 14 times before they accepted it. Sometimes, they didn't like it because of the grammar. It just depends on the person who's reviewing them. They're very detailed. When we get ready to do that, we need to probably hire an engineering firm that has had them accepted by the Dam Safety Bureau. A lot of engineers think they can do inundation mapping, but we don't need to keep paying for them to do it over and over again. We need to find somebody at the Dam Safety Bureau who likes their format. The St. Anne's dam is the one that's most concerning to me because of its location. Those are very detailed things on what they wanted to get done. They've noted that in our inspections for quite some time. It's been ready to pour because of our lack of response. Where Marie Street goes, that's actually a dam. That's an inspected dam. That was concerning because I didn't even know that was an inspected dam. It talks about the problems on there. It's ready to pour, due to lack of documentation, because there's a sewer line passing through the dam. That would be bad. Cuchillo Negro, now that's a big structure, and if you guys remember, the city owns that. It was constructed from funds from the Army Core of Engineers. It's quite a way from town. I'm surprised it was a high-hazard dam because town is several miles below there, but it is a high-hazard dam. They wrote a number of items in there. Item #3, they're wanting a survey that since 2019, we haven't responded. They don't like that. The Dam Safety Bureau is very powerful, and you don't want to be on their bad side. That will be expensive. A lot of the things, and then Morgan Street, I didn't think that was a high-hazard dam because it's not really a dam Per se. It's more of a retaining pond, but if it overtops, then there's all of these homes below there. It is a high-hazard dam. The NRCS inspection was funded by the USDA NRCS office. That office is by where the extension office is. They inspect that every year. The other 3 are inspected on a rotation basis. The last time they inspected it was in 2019. They'll probably be contacting us.

City Manager Gonzales: I have the inspection report from March 10, 2022, for the Cuchillo Negro dam. The one for the Marie Street dam is from March 2022. I also have one for St. Anne's dam.

Commissioner Fahl: Maybe some of these things have been taken care of that's on that list. As I've said before, you're supposed to treat rodents because rodents burrow in. That affects the integrity of the structure. Also, if you have salt cedar, mesquite, and woody species, that affects it too. Removing that is what most people do for their maintenance. These are some more expensive items. Angie, maybe Buster can do some of these things with his own staff. You can probably hire a local contractor and get a lot of these things done, and we can get a lot of that money that they want to allocate spent to us by the end of the fiscal year. The Flood Commission said that we can put in a request for next year, and I would suggest we start getting our emergency action plans done. If you go to the Dam Safety Bureau, they have a template for one. The template is really about the call, like a calling tree on what to do if you're going to have a flood. The expensive part is the engineering. Like I said, it's very costly. It's 50-80

thousand dollars depending on the size of the structure. I would start worrying about Marie Street too because, with the roundabouts, they've directed all the water flows from that into that structure now. Now, we're going to have an increase in water flows and probably at a higher intensity than what it was before.

City Manager Gonzales: If it goes historical, we're due for another inspection here in 2024.

Commissioner Fahl: Marie Street is just, to me, because of where it's located, that's pretty scary. Most of these things are, like I said, if we have influx of money, and we can use that money to get a lot of those things done, and then focus next year on getting our emergency action plans. They also require an operation of maintenance manual. You have one for Morgan Street, I believe. I don't know if they submitted that to the Dam Safety Bureau for approval. They should have when they constructed it. You would have one for Cuchillo Negro. It says some of the documents missing for Cuchillo Negro. We should have those. Items #3 & #4, because when they built that, they should have had those things and sent them to the Dam Safety Bureau. What we have discovered as part of the Dam Owners Organization is that old records, a lot of these dams were built in the 50s and 60s. The Marie Street, they can't find a design for that, and we probably don't even have one. You had to get a permit even back in the 50s and 60s to construct a dam. They sent the records to the Dam Safety Bureau because they had to have them to approve them, but they lost them. Now, it's on us even though they've lost them, it's on us to locate them. I bet you we will not find Marie Street or St. Anne's, but we do have Cuchillo Negro. You could probably get some of those records up there. Item #5 and the Cuchillo Negro Dam. Their concern is that the County, and most counties do not have things in their zoning that doesn't allow homes to be built below a dam. So, when it is, then that's when they become high-hazard dams. There are 150 dams from the Caballo dam to the state line, and most of them are dirt structures like St. Anne's. When they were built, there wasn't anything below them. Now, there is. I would assume there are probably more residences in there, but maybe we can work with the county to try and curtail that.

Mayor Hechler: Commission Fahl, for now, what is your recommendation to spend this \$100,000? I assume we don't want to spend it on engineering reports or studies. We want to spend it on machines on the ground.

Commissioner Fahl: I would focus on working with Buster in the Streets Department for basic maintenance, and Casey Maguire with EDID, has been their maintenance guy for years and years. John Gwen is the Flood Director for the Dona Ana Flood Commission, and they're very active. They have a lot of projects. They could get you some estimates to start. We need to start with St. Anne's first using their estimates then find a local contractor. If Buster can't, contractors can probably do a lot of this. I think we should focus on getting St. Anne's done first and then Marie Street. Then if we have money left, we could start going with the issues on Cuchillo Negro. Morgan Street are pretty nominal, so I think Buster could probably do a lot of those himself. A lot of what they're writing, they're simple things. Basic maintenance things that we haven't been doing.

We've been doing rodent control and the woody species control on most of them. It says "make arrangements to have overall inspection with outlet works can do it performed by the qualified contractors". That's going to be expensive. If we can do the other things, those would be a lot safer. Then we're also showing them, ok, now we're going to do our due diligence, and we're going to start getting those things done. If there's a problem, then that'll protect us some.

Mayor Hechler: Am I to understand, that the funding for any work that the city does is not going to get reimbursed. We have to contract this out?

Commissioner Fahl: Oh, that's right. She did say that.

Mayor Hechler: Which isn't bad, so we will do the contracting out. We'll get that done. We'll return the money back to the community in that way. The Street Department can also do some work on these dams later on. We're not going to get reimbursed for it, but we'll be able to do that work.

Commissioner Fahl: What's unfortunate is the Street Department did what they could, but they didn't give them the money that they needed to do that. It's been going on for years. It wasn't like they didn't want to do it, but they just didn't have the money to do it.

Mayor Hechler: So, what I'm hearing is that we're going to use the money to do basic maintenance to St. Anne's dam, and if we have extra money, we'll continue on down the list. Is that what you'd recommend?

Commissioner Fahl: Right. I would recommend that. Yes.

Commissioner Fahl: Well sure. I'll make a motion that we do the maintenance as detailed in the up-to-date Dam Safety Bureau report as far as the funds allow, and then ask to do emergency action plans the next fiscal year.

City Manager Gonzales: I was just thinking of procurement. We're just going to put together the specifications. I'll put together the specs and run it in the paper, and we'll get some vendors in. We will work very hard to get it on the first commission meeting agenda in March. I think that can be done through procurement.

Commissioner Fahl: Some of them may be on the state procurement list for some of those things.

City Manager Gonzales: They do. I will work through the procurement, and I will take care of it.

Mayor Pro-Tem Forrister: Just make sure that they will be doing things that we cannot do internally.

Commissioner Fahl made a motion to use the funds to do basic maintenance as detailed in the up-to-date Dam Safety Bureau Report, to St. Anne's Dam, Marie Street Dam, and if we have extra money, the other remaining Dams will be included as well. The motion also includes doing an Emergency Action Plan next fiscal year. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Update: Legislative Priorities for Our Representatives and Senators.

City Manager Gonzales: We're already a week into the Legislative session in Santa Fe. Most people know this. A lot don't. Elected officials are very important. Staff can go. It's an open meeting just like here. You can walk into the roundhouse, go to the committee meetings, and you can do what you want. You can also watch it online. I used to do that. Elected officials, you have a special power. You are one of them. Mayor Hechler spent the day up there yesterday, and it was very powerful. I heard back from the lobbyists, and they were thrilled that you took the time to go up there and eyeball them toes to toes with them. That is powerful for elected officials to go advocate for your community. You live here. You are here. This is your community. I cannot tell you enough how important it is to go to Santa Fe and attend those committee meetings to let them know what we need, and advocate for this community. That is very important. A lot of people send their managers. Managers are staff. We make sure that we get the projects done within the deadline, but you guys really speak their language, and you really are more important. I just really want to touch base with you.

Mayor Hechler: I am going to go back on the 7th of February. The objective is that I'm still trying to get into the Governor's office. I've tried 3 times yesterday, and I wasn't able to do it. The way to get it done I guess, is to go through the SCCOG and have Jay make an appointment. I tried to make an appointment for the 7th of February. That's the Municipal Day. I'm on the list to try to get into the Governor's office. I asked Jay to do the same thing, so he can get me an introduction to the Governor's office. I've called friends to see if they can text the governor to see if they can get me into the office. We'll figure it out. I'll try to get in there to talk to her. I want to talk about the Clancy Street project of \$1.5 million. This is the main that's right below the Veteran's Administration. It's also the replacement of 900 feet of sewer line, or so. The actual structure, the lift station, or whatever you want to call it. If we can get funded for that, it should be pretty easy. It doesn't take a lot of money. I'm hoping that she has the ability to get stuff like that done. I'm going to tie it into the Veteran's Administration because it's downhill from there. That's her baby. She just spent 60 million dollars in that location. If that lift station fails or has any issues, it will affect the Veteran's Administration. The Veteran's Administration is also going to add some additional units in the back. They're going to renovate the old units they had back there, and hopefully try to use it for staff. That's going to add more pressure to this station, so that's going to be my objective to try to get that done on the 7th if I can.

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Mayor Pro-Tem Forrister: I'm going to support what Rolf said.

Mayor Pro-Tem Forrister: Bruce and I went. Jay got us a meeting with the Governor's office. It was just one of her staff.

Mayor Hechler: I'll probably just stay the night of the 6th, spend the 7th and come home. I'll work that out with Tammy. If anybody wants to accompany me or go that way, I'll be glad to drive.

Commissioner Fahl: Do we know when. When you try to follow when they're having hearings on something, it is so hard. Is McKenzie still working up there?

City Manager Gonzales: You do have lobbyists who you can communicate with. And let them know what you want to follow and I want to be there when it hits that committee. You let them know. Just let them know.

Commissioner Fahl: Can you send us their contact info? I know you've given it to us before, but I don't remember.

Mayor Hechler: The lobbyists are very good by the way. I spent the day with Kathy, and we wore each other out going up and down those stairs and around in circles. I did get to see Senator Brantley and Gail Armstrong. I didn't get to see Jaramillo, but I got the things done I wanted to get done. Our lobbyist was very instrumental to that. The big thing that I already talked about was I was able to testify in front of that committee on the need for our community for that water. I think that helped. I was the only municipality there that spoke.

City Manager Gonzales: Just think. When you're up there, whenever you're doing your budget, and you're getting ready to do your budget. How impactful is it for somebody to stand right there at that (pointing out the podium). There's a lot more zeros behind that. If somebody's sitting right here asking for \$1000 out of your general fund, they darn sure better be here. Well, you're asking for 20 million. You darn sure better be standing there talking.

Mayor Hechler: The only thing is, I wish I would have had that section of pipe with me to show and tell.

City Manager Gonzales: I will let you have this, and you guys can take it up there. Think about your budget process. That's what they're doing right now.

Mayor Hechler: They did give a unanimous pass on it, so I'm hoping that we're going to be okay.

Cross discussion about what committee this goes to next as well as which committees Crystal Diamond is on.

Commissioner Fahl: I had to go up there quite a few times in my career. At first, I was very intimidated, but then after that, they're just people.

Mayor Hechler: Oh yeah, it's fine, and they're happy to see us. In fact, Senator Brantley said exactly what you said, about how important it was for us to be up there. I appreciated hearing that from her.

13. Discussion/Action: Discussion regarding the Sale of the City's Electric infrastructure.

City Manager Gonzales: This has been hanging over the top of us since I've been here almost 10 months. Let's talk about it in public.

Mayor Hechler: I wanted to get moving on this thing one way or the other. It's been a while. First of all, the process basically was that we've had a couple closed meetings. That's because of the Sierra Electric Co-op folks. They had some proprietary information and we're dealing with real property. We had a study done by 1898, which is a company that went through all the infrastructure issues. I remember going through all that, looking at it, and trying to make a decision. Going through the process, what I've learned is that we still don't know enough. I know enough now to say, I want to first of all be very respectful of the work that the Sierra County Electric Co-op did in preparing for this thing. Because they weren't sure that they wanted to acquire this electric services or property in the first place. We didn't force them to the table, but we wanted to hear what was going on. They're very diligent. They did a good job. I really respect Denise and those folks for doing this for us and getting it together. What I've learned through the process is that I need to learn more, and that we need to learn more. That's just my opinion. I have some trepidations, and the trepidations are that our electric company is doing really well right now. We have a pretty good cash balance on hand. We haven't had to borrow from it for a couple of years. It makes me wonder if hanging onto it is a benefit or a hinderance right now. I don't know the answer to that yet. We're able to put that money back into our infrastructure, and we want to get ahead of this thing. That's kind of my feeling. If we do decide to sell it, I don't think we want to sell it just right now. There's a couple things I'd like to get accomplished is consider hiring an administrator over our electrical utility facility. The administrator can do some of the things we have questions about. For instance, maybe doing a 5-year plan on how to rebuild our infrastructure using the funds that we have. We recently increased our electrical fees. We can estimate the impact of what those are going to be for us down the road. Is it going to put us in a better position to continue to own our electrical facilities? I think we just need a little more time. I'd like a little more information in that regard. I don't know if we can find an electric department administrator to take over those utilities and do that for us. I'm sure they're few and far between. I don't know if we need to find a firm that'll do a 5-year study for us if that would be a better way to go. Those are just questions I have that I'd like to discuss with you folks to see the direction that we want to go. I don't think this process is over. We're moving through the process, but we've got some unanswered questions. Questions we already know that once we sell the facility, we're

going to become customers. It's going to cost us money. Money that we haven't paid before. We get a tremendous amount of service out of our electric department, things for our community that we may or may not get if it's the electric co-op. Those are important to our community. Those are important to us. We need to figure those things out. I'm a little bit hesitant to say yeah, let's go with the sale. We have kind of an offer. I don't know if it's a real offer. It's an offer for a certain amount of money. I don't know if that's the right amount of money. I don't know if we should accept an offer, if we should make a counteroffer. I think we need to go for more information and figure some things out, and then move forward further down the road if we need to. With that, I'll open it up to other comments or questions.

Mayor Pro-Tem Forrister: I just want to say first that that study is not ours. We don't have the study that they have. I'm in the middle as well, and we talked about it in closed session. I think it's time to bring it to the public too. I don't know. We don't have enough information. I don't know if we're going to have that information any time soon. We need to keep looking at it, and whenever it becomes a benefit that we are certain about, then we can pull the trigger or whatever. I don't have enough information to make that for our whole community. What we're losing and what we're gaining. It's hard to make a definite decision.

Mayor Hechler: That's why I said we need to bring an expert in to this situation on our side to advocate for us and let us know and give us recommendations. I know that's going to cost a little bit of money if it's a hired position or a firm that we contract with, but we need to get that figured out. Things are changing. It's doing pretty well right now. We've got a cash balance there. We can keep ahead of things if we need to. Is it a benefit or a curse to us right now? We're trying to figure that out. We need a little further information to get it figured out.

Mayor Pro-Tem Forrister: I think I said that earlier today is that we need to make sure, for years to come, that we keep that money in the electric company so that they can make sure our electric infrastructure stays and gets better and doesn't end up in the situation we are right now. We can't just think we have that cash balance in the electric department, and we can take it to support our general fund. We have to be very cautious of that. Also, just throwing that out there is that the offer that was given to us by Sierra Electric, it wasn't really an offer, they just threw out a number and we've never gotten anything in writing or anything like that either. That number they threw out was not one that we think is viable.

Mayor Hechler: I'm sure it was an offer that was meant well-intentioned, but I don't know what the answer is. I was expecting a little bit more, so that's what it is. I'm sorry we're not disclosing since some of this information is proprietary, so I'd rather air on caution. Any other comments or discussions?

Commissioner Fahl: As most of the commissioners know, I was not in favor of contemplating the sale of the electric company. I think the studies, that were completed by the contractor the co-op hired, were very enlightening to show what our inadequacies

were and what we need to do to improve. I think that the weight study that we approved, which was a long time way behind when it should have been, will certainly improve their cash flow. I believe something like what you had said, Rolf. I think that the community, and certainly myself before I became a commissioner, I didn't ever think of the utilities as like a company, but it really is. Here's our general fund that we pay for things. Then we have these companies over here that need to make money. They need to make substantial money because they need to pay for their infrastructure. Unfortunately, in the past, the commissioners saw fit to steal that money for whatever reasons that they thought they needed to do at the time. As Amanda said, I think we need to if there's some way we can put some process in place, that if the commission wants to take some, they can't take more than 50%. You couldn't say never, but you can put a percentage on there, so they still have money to operate. When you look at the utilities as a whole, our directors are great at what they do. Bo, he knows about power. Was he a business CEO? Is Arnie a business CEO? No. They're not, and we need to get a CEO for our utilities as a whole. That'll take a lot of money. That's where we failed.

Mayor Pro-Tem Forrister: I think that a lot of what that study brought to our attention is that we're lacking that administrative piece. Nothing against them.

Commissioner Fahl: No, they're good at what they do, but this is a business, and we need a CEO. We need to look at it that way instead of "well, he's a department head. He should know all about making money." No. He knows about electric. Arnie knows about water. Does he know how to make money? We need to learn more like if we sold it to them, what would it cost us? Maybe we're not really making money because we're gonna be paying for power. Before we make that move, we need to find somebody, like you said. Maybe they're a contract person. It doesn't have to be an employee. That is a CEO for utilities and they watch all of our utilities. It'll cost us some money up front, but in the long run, it's going to be the biggest benefit I think to electric and all the other departments.

Mayor Pro-Tem Forrister: I think if we can come back with that information and say we know what we have, we know what we're worth. We just don't have that information because we lack that administration piece. I think down the road, I don't think it's totally out of the question. I think it should be open to the free-market too.

Commissioner Mitchell: I think that two years ago when this came up, our electric department was in a different place than they are now. I think that they really have improved in the past two years. I think that it's something that the city, most municipalities don't own their own electric companies. They're regulated differently if they're not part of the municipality and things will have to be brought up to code. We don't have to deal with that right now because we're a municipality. I think initially, I was kind of scared to the point that we need to get rid of this. It's a burden. I think just in the past couple years, we do have great staff that is doing a good job and giving them that opportunity to keep making it better. This is a huge decision that should not be put on just 5 people. It should go to the community to get their input, but if we don't have enough information, how are we going to get everybody else the information they need

to make an informed decision? It's something that's not just a light casual thing. It's a really big life-changing event for the city of Truth or Consequences. Being here my whole life and every time the thunder storms come through in the summer time and the electricity goes off for 4 or 5 hours, you know. I'm used to that. I remember I went to visit a friend in Ohio, and a thunderstorm came through, and I said what do you do if the lights go out? They said you must be from a rural town. That doesn't happen up here in Ohio. I just think that we have been scared to think that there's issues that are insurmountable. I think it's been proven that we can surmount those. I think we definitely need more information, and we do need direction from city staff, from other people that are more informed than us. We need to make sure that we weigh this significantly with everybody.

Commissioner Fahl: I know the co-op may be anxious for us to come to a decision. I think they told us one time, this has come before the city several times. You can see some advantages to them and some disadvantages. Regardless of what their needs are, we need to focus on what we want to do. If we can't give them an answer then we just can't give them an answer.

Mayor Hechler: I think it's important to reach out to Denise and let her know what our discussion was and to really thank them for the process. It did provide enough information for us to know that we don't know what we want to do. I don't know if we have a diamond in the rough. I don't know if it's worth us managing for a while and upgrading things. In 5 years or so having put back the money into the situation, is it worth more to us? I don't know if it is or not. Or if we have \$30 million dollars of expenses out there to upgrade this system, are we just spinning our wheels? That's the hard question. I think we need to move ahead with no sale at this time, but keeping the item open after we've done our homework and gone to our Plan B. Is that okay with the people?

Commissioner Fahl: I just wanted to say, Rolf. We have talked about it, but as Destiny alluded to, when we're ready to make a decision, we're certainly not going to do it in the back room, and we're going to get the community's input because it effects all of you. Don't think that when you see it on the agenda that we're selling it today because we're not going to do things that way.

Mayor Pro-Tem Forrister: I think we were trying to gather as much information as possible and Sierra Electric has their own laws that they follow. That's just how it had to happen.

Mayor Hechler: As long as we're doing our own thing, and it's just us, it's going to be an open meeting. When we're dealing with other people that have proprietary that's how we deal with those things. Well, it is an action item, so it could be just to not make the sale right now until we gather further information.

Commissioner Hoepfner: I would recommend that we maybe do it with a contract between the Sierra Electric Co-op and the city. So that it is closer to that date a year prior, then we can start a negotiation, and work together. I also believe that we shouldn't go forward with selling because we are working on utilities, and we are upgrading utilities. It will be most beneficial in the future for our income. We have to always see upfront how we can operate our budget, and we need to look at what we do should at the end of the day to create revenue, so we don't have the pressure of not having the revenue. We have to re-think everything, and really move forward with seeing it as a entire infrastructure. I think it's beneficial for us, especially when we want to grow and have our own power company.

Commissioner Mitchell: I also wanted to add that I want to hear more too from our staff who have been working here for X amount of years. They know more because they're in the meat and potatoes of it. I value their opinion as much as I value the public's opinion.

Mayor Pro-Tem Forrister made a motion to not move forward with the sale of the electric at this time, and request that the city search for a Utility CEO to oversee the utility financial aspects and give us an administrative piece to get the information that we need. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

14. Discussion/Action: Consideration to rescind the action of the City Commission in approving Ordinance No. 756 authorizing issuance and sale of \$4,500,000 City of Truth or Consequences Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023 for the purpose of acquiring, constructing, furnishing, equipping, beautifying, and making improvements to a Law Enforcement Facility.

City Attorney Rubin: A quick little bit of history, back on November 15, the City Commission approved the passage of Ordinance No. 756. At our meeting on January 3, the City Clerk advised us that there was a requisite number of signatures that had been obtained in connection with a petition for a special election. The City Commission approved the resolution calling for a special election on March 19. At the agenda review meeting on January 17, 2024, I was informed that the city was going to be responsible for the cost of the election. Not the state. I think there had been some inclination that the state was responsible for the cost, but as it turns out, the city is responsible for it. The State Clerk estimated the cost to be approximately \$22,000. I was directed to research the question as to whether the City Commission still had the authority to rescind its action of November 15, 2023 whereby we approved the ordinance. Now, ordinarily, the general response would be "no." If you're repealing an ordinance, what you have to do is you actually have to go through the ordinance procedure again. You actually have to enact an ordinance which repeals an ordinance you already passed. That means you have to go through the whole process of publication, public hearing, the whole works involved with it with an ordinance. However, the difference here is that because the referendum election has not happened yet, the ordinance that you voted for, still has not

been enacted yet. You don't really have an ordinance to repeal. Therefore, the City Commission, it appears, does have the right to rescind its action you took on November 25. I want to be careful about this. Angela was nice enough to come to my office, and we called John Appell. He is our associate attorney. He agreed with my interpretation, and he even gave us some help in how to phrase an item on the agenda. By giving this information, please do not misunderstand me. I'm not sitting here saying "hey, I think you need to take action to rescind your action." I was asked to advise as to whether you had a right to do that, and that's what I've done. It's up to you. That's where we are.

Mayor Hechler: What we have right now is we have a mechanism to take the action if we want to take the action. That's what that is about. Assistant Manager Alvarez, how much money have we expended so far approximately in this thing? Have you guys determined that?

City Clerk Torres: So far, I want to say about \$4,300. That was about a week ago. It could be a little higher than that as of right now.

Mayor Hechler: What's the absolute drop date if we decided to do anything?

City Clerk Torres: We would have to do something at this meeting if you guys want to stop it. They still have to go through the entire election process. Once the ballots are sent out, we can't do anything. That will be mid-February. I don't have the exact date.

Mayor Hechler: What we have before us is if we wanted to rescind, we have a couple of questions. I'm going to put the Chief on the spot a little bit here, but we have a couple of options here. One option is to rescind this action on our part with the intention of possibly putting a new police station in with a recreational complex. There's a lot of things that still need to be done to get that figured out. For instance, the golf course initiative. We don't know if we can even use the golf course area right now because it was dedicated to us in 1956 with the idea of being and staying a golf course. We've got to get release from that if that's the direction we decide to go. Or we can go through with this whole thing and push for the initiative to get through the referendum and get the police station done at the Lee Tafoya building. There's a couple of options there. One other option just might be, as I read the language in the referendum, it doesn't actually mention the Lee Tafoya building. It just mentions for furtherance of law enforcement facility. You could go through the referendum and if it was successful in that it wasn't taken away, we could re-direct that money not into the Lee Tafoya building but direct that money into another facility as well. There's actually 3 options. With that in mind, I told the Chief a long time ago, I'll support what he wants to do. I guess I'm here to ask you, what do you want to do Chief? I hate to put this big thing on your shoulders, but it's important that we support our police department and figure this thing out.

Police Chief Tavizon: It is a big decision to make. Looking at the different options that we have, the Lee Tafoya building, if we decide not to go that route, the city is going to have to take some kind of action with it in the future because the building is just going to be at a point to where we're going to have to demolish it and take it down. I know

there's some success in renovating armories to become public safety buildings. I know that state police were interested in joining us in those public safety buildings. They just wouldn't commit because of what happened last time. They weren't going to put money or make promises if there was a chance that it wouldn't go through. Without that commitment, I came up with a contingency plan in the event even if it did go through and they decided to bow out, that we could provide our community with additional services such as maybe a mental health advocate, some counseling, substance abuse counselors, stuff of that fashion within that facility. One of the biggest reasons that I wanted it is because it's a fortified building, and the place that the evidence would be, would be secure and meet state and federal guidelines for evidence. Then it repurposes the building in a pretty centralized location. I'm here for the community. Whatever decision they want or feel is best, I'm ok with that. I would like to move forward with it with the Lee Tafoya building if at all possible.

Commissioner Fahl: First of all, I'm shocked by this notion that we were going to combine it with a rec center. I don't know where that idea even came from, and personally, as a parent, I don't know if I would want the police right next door to the high school. I think that the public didn't understand everything as we've said before about the money. They seem to think that we could use that money, the bond, for the water infrastructure, and as we've said repeatedly, there are certain pots of money that have to be used for certain things. You also have to pay the money back. There are loans. We're doing everything we can for the water. Now, here's an opportunity for the police department. Yes, we all know it needs to be moved. The public, I guess at one time thought we could use the old county admin money, so it hasn't been made clear on social media. Which is where you find out - everybody gets their news from social media. The sheriff's office is moving in there. I'm excited that you want to put that armory back to use. That building, means a lot to this community, and to put it back to use and use it again just re-emphasizes what that family did for us and what that building meant for our community. What better use for it than for a police department. To me, that's a total win-win. I think we need the community's help of promoting the true facts about what is going on, so they understand the money, the repayment, and the use of that building. I want it there too 100%. The First Savings Bank really wants you next door. I worked at a bank, and we were really happy when the police department was right across the street.

Police Chief Tavizon: Thank you, Commissioner. I think one of the things to bring up is the fact that going to the public market as opposed to using the DFA for the loan. If you use the New Mexico DFA for the loan, as you're aware, you're stuck with the entirety of that loan. There's no early pay off. You're stuck with the interest, and Jay correct me if I'm wrong, going to public market, if I can find money, I can put it toward that in the future and pay that off earlier than what is expected and save that money in the interest.

City Attorney Rubin agreed.

Police Chief Tavizon: There's always that option. There are monies out there. Sometimes, maybe congressional funding that becomes available, grants, that you may be able to apply toward that.

Commissioner Fahl: It's just a win situation with the funding, and you've been able to pay for it out of funds already dedicated to your department, so you are not spending money out of somebody else's coffers that it's meant for. I think it's a great opportunity. I want it at the armory. I don't want it any place else, but I'm just one voice.

Commissioner Mitchell: Rolf and I had discussed about we possibly could use the bond money for another department, but it's coming out of the police department, and the police department has to pay it back. It would behoove us to use it for the police department especially if we're going after all of these funds at the state level. The armory, to me, it's centrally located. It's close enough to all parts of the town. I don't like not having law enforcement downtown especially for Fiesta weekend. If the Sheriffs are moving in down there, that's a good thing too. I just think that I've seen this on the agendas before over the years. I've heard the discussion. We had how many people come to our meetings in support of this? We've had how many people in the community writing us letters and giving us their opinion that they want this. Then we have one or two people that don't.

Mayor Pro-Tem Forrister: A lot of people came and wanted to get their name off of it.

Commissioner Mitchell: It's one of those things. The community supports it. The police department supports it. The city initially supported it, and now we're being cowed into not going forward with it. I don't think that's right, and I don't think that's how it should work.

Mayor Pro-Tem Forrister: I have a couple of different thoughts. When I saw the paper about this. I thought, I kind of entertained that idea, if nothing else, at least we could get you a building. The more you think about it, I will have kids at that high school not far from now. When you arrest somebody, you take them to the police station, and people are swimming or working out in there. It's right next to the high school. Yeah, that kind of becomes a problem. The second problem is, even if we wanted to do it at the golf course, I don't know if we can. I don't know if we can do anything there at this point. That's very iffy. I understand that there was enough signatures to go to referendum. I know it's going to cost us money, and that's unfortunate because it's coming out of their funds still. We're not taking that GRT away. We've made that pretty clear up here. We're not taking that away, so that is your money to spend however you see fit. I want to support you as well. If that's what it is, that's what it is.

Mayor Pro-Tem Forrister: How many people who live around the golf course are going to be in here because they don't want to hear sirens, and they don't want to have police cars flying out of there every moment in their neighborhood?

Commissioner Fahl: The police next to the high school especially the middle school, that's such a formative thing. It would be intimidating to them, I think. Then they would be exposed to things that maybe they shouldn't be exposed to because it's right next door. I personally think that's a ludicrous idea. I won't tell you how I really feel about it.

Commissioner Hoepfner: For me is it here yes here I definitely support here that we need a police station and I'm always here when somebody newer right now in the older building I would like to see you to have a new building somewhere because then you can really plan it out what works for you when you have existing building there's where the problem is you're pretty much confined to exactly that layout and armory building is fortified and all that so you can say quickly hey I take this one out and put this one in it's not built and meant for that to happen so I'm here more for investing in a new police building where we can work and get different departments and every money that it is not just your money what is up for the funds in the now DWI different departments can join and then we can get more funding.

Mayor Pro-Tem Forrister: They would just rent from you, correct? Yeah, they wouldn't be involved in the process of paying for it. They would just be renting. They're going to rent regardless.

Police Chief Tavizon: Yeah, we'll rent out the spaces.

Mayor Pro-Tem Forrister: And the armory is just a big square building anyways. It's already erected. It just doesn't have walls in it at all.

Commissioner Hoepfner: I never went to the armory building myself. It's a warehouse for the border and everybody's department and the police force.

Cross discussion about the armory currently being used for storage.

Mayor Hechler: I told the Chief I'd support him, and I will. We'll work on that. We'll work on getting this done. I know that some other folks in our community spent a lot of time trying to do some other things. I really acknowledge and respect that effort. We can do two things here. We can do more than one thing. More than one thing is we can have a police station in one location, and we can have a rec center in another location. If they're not meant to be together, and I hear some opposition to that, that's okay. We'll figure that part of it out. I ran on the idea that we wanted that rec center somewhere. I think there's a mechanism to try to do that. We should try to do that. I don't want to see the impetus behind that fall. I think we need to focus on that and go down the road with that. I was ready to go either way for whatever you guys wanted to do. It sounds like you guys want to go ahead and stay with the Lee Tafoya building. That was a plan in 2017. We didn't get through it for whatever reason. It's a plan again now. I'm hoping we dispelled some of the idea that we can't do two things at once. We can use the police department's money for infrastructure. We can make an ordinance, and we can change it, and we can claw back that money. We can put it back to use, but do we really want to do that? I don't think that's the right move. I told you earlier, if we're successful in getting

our water infrastructure funds, that's 40 years of funding from the police department. It makes no sense to me. You're right. We're not going to do that. The police Chief gets his money. I think he's made a very articulate reason on how he wants to spend it. I think that's important. For that reason, we need to move forward and support that. I want to make sure that we can do both those things. We'll work really hard to find the revenue and the money to get that rec center done. I know that's an important issue for some folks here. Mr. Edelheit, I understand. Let's move ahead and make a decision here.

Commissioner Mitchell: So, if we vote to rescind it, then we lose that bond money, correct?

City Manager Gonzales: If you vote to rescind this, we pay the county off on where they're at, and everything stops.

Commissioner Mitchell: Can we start immediately, or do we have to wait a year or something like that?

Mayor Pro-Tem Forrister: We don't have to wait at all.

Mayor Hechler: Because we're going to do something different.

Mayor Pro-Tem Forrister: If we want to go ahead and move forward and push and go into the Lee Tafoya, then it has to go to vote.

Commissioner Mitchell: But the ordinance doesn't even mention Lee Tafoya. It just says moving forward with the law enforcement facility. If people were to vote 'no' on that, it's saying 'no, we don't want the city to get any money whatever they're going to use it for'.

Mayor Hechler: That's interesting.

Commissioner Mitchell: This is not moving forward with the law enforcement facility at Lee Tafoya. This is moving forward for getting that bond money for a law enforcement facility regardless of where it is. So we move forward with this. We go to election, and then all the people who vote against it is just saying we don't want the law enforcement to have any money to do anything with.

Commissioner Fahl: You know, the perception is out there what we intended to do, so how to dispel that or maybe you capitalize on that. I think Chief, you said you were going to do town hall meetings or something like that.

Police Chief Tavizon: Yes ma'am.

Commissioner Fahl: Could you do those sooner rather than later like in February? I think the more information we get out there from ourselves and our friends that can get that information out there. I saw some names on that petition. I'm going to be making

some phone calls and asking them what they, what were their thoughts when they signed that. Or can I do that?

Mayor Hechler: This is very disturbing because you're right. The terminology in this thing refers to not the Lee Tafoya building. This is a way to keep us from doing anything, then that's totally inappropriate. We have to move forward and get this thing done. We have to get something done for the police department.

Mayor Pro-Tem: But if it doesn't say anything about the Lee Tafoya, it's just saying about the money, then that's really crafty, people.

Commissioner Fahl: Maybe between now and then some other wonderful idea pops into your head.

City Clerk Torres: I guess a good way to see it, is that all the ballots are going to be mailed directly to the registered voters, so if you are supporting this, and you can get the word out then it wouldn't take them going all the way to the county to vote.

Commissioner Fahl: I think getting this message out there is really going to make a difference. You do a really good job, Chief, of articulating that, so if you can have some in February. Like we said, the sooner, the better. We just need to educate the public about the money, how we can use the money, and what it's for. A new building or an old building, repurposing a wonderful building that has historical significance to our community. It's very important.

Police Chief Tavizon: It was up to 4.5, I mean obviously, he gave a little bit of leeway for cost of construction in the event that it went up. We wanted to update it with some up to date entry points or whatever. It may not take that entire amount you know. It may be 3.8, 3.5 it's just max at 4.5.

Mayor Pro-Tem Forrister: Do we know what it says on the ballot yet?

City Clerk Torres: It's going to say exactly the wording on the ordinance right here. It's going to say for or against.

Mayor Pro-Tem Forrister: Mayor Hechler, even what you were talking about and trying to make this a different place. You can't use that anyway, right?

Commissioner Fahl: I don't get it. What are you saying? We have said that we would like to use the armory, but the bond itself will not refer to a particular location.

Mayor Pro-Tem Forrister: So this is saying, no, we don't want to use the police GRT for any money whatsoever.

Commissioner Fahl: Correct. That's what it's going to say. "Do you want to support the police department to go to a new location or not?" No... constructing, furnishing,

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equipping, beautifying, and making improvements to a Law Enforcement Facility. That's what it'll say.

Mayor Pro-Tem Forrister: So we couldn't even use it to go build something at the golf course.

Cross discussion about the implications of a yes or no vote.

Commissioner Hoepfner: We have to re-visit everything anyways.

City Clerk Torres: If you guys decide to stop the election right now, this is no longer valid. You are going to have to go through the steps all over again.

City Attorney Rubin: It'd be the same thing if you hadn't passed the ordinance to begin with.

Mayor Pro-Tem Forrister: Our question was, can we pull this back and use it for something else? We can't do that.

City Clerk Torres: Can't they go through the, so say they don't want to go through the publication again.

Mayor Pro-Tem Forrister: We can go through the publication again.

City Clerk Torres: Yeah, you can do that again to be more specific.

Commissioner Fahl: Or a bond for something else, but it's trying to pay for it. I think that's what people get confused about – let's go get a bond for the rec center, but we can't.

Mayor Hechler: If this is defeated then we can not go forward again for another year.

Commissioner Hoepfner: That's what I'm saying here that would make more sense when we stop it right now because right now, we would do a town hall. People say they make up their mind we spent \$22,000. It gets voted down, and then for another year, we can't apply for anything else because of that. It would make more sense to bench it right now, do the town halls, get a new ordinance going, and then here go from there but already having the public included. We are pretty much safe. My problem is the \$22,000.

Mayor Pro-Tem Forrister: Jay, can you please give us some direction here?

Commissioner Fahl: We can still go get another bond if this failed. Not for the same purpose, but we could apply for bonds for other things, or no bonds ever for a year? Clarify that.

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City Attorney Rubin: I didn't really research that question carefully. I'd have to say the answer is yes.

Mayor Hechler: Because this bond is specifically for to construct, furnish, equip, beautify, and improve a public facility building for benefit of the city and its residents.

Mayor Pro-Tem Forrister: So, in my mind, we should vote it to rescind right now.

Commissioner Fahl: Why?

Mayor Pro-Tem Forrister: Because if they go and we vote no, we don't get to re-visit it for a year. So if we rescind it.

Commissioner Hoeppe: We can immediately go ahead.

City Clerk Torres: If they vote it down, you can't use this money for a law enforcement facility for an entire year.

Commissioner Fahl: Yeah I get that part, but why are you going to rescind it. What is more time going to get you?

Commissioner Hoeppe: The bond will not move forward when you vote it down. So we lost \$22,000 and passed not the bond at all.

Commissioner Fahl: What are you going to do next? You rescind this, and then what?

Commissioner Hoeppe: Get it on the agenda again and do it again.

Commissioner Fahl: Get it on the agenda to do what?

Commissioner Hoeppe: With public hearings here with town halls sit together and then do for the police station to say...

Commissioner Fahl: Then we still wouldn't vote on it though until March because that's when special elections are held are in March.

Commissioner Hoeppe: But then we stop it. It is not happening at all. It's like that negotiation never happened.

Commissioner Fahl: Let's just do it. The people that care. That's going to send us a message too about what they think about law enforcement apparently. If they vote against it, then they don't want the law enforcement to get improved because that's what that's saying. "I am not for the law enforcement getting a better facility."

Mayor Pro-Tem Forrister: That's true. The wording on the ballot. I get that part too. That's not misinformation on there. Chief, you want to go forward, let's roll?

City Attorney Rubin: I have a financial question. In addition to the money, the \$4300 that was spent already, what about the money invested in putting the ordinance together and everything. How much more is that involved?

Cross discussion about the investment already made into this ordinance that would be lost if it was rescinded.

Commissioner Fahl: They flew over there. I mean, let's just go for it. If we can do a good job, which we should. We as a community, as the commissioners, as the police. Ok, this is really what it's about. If we can't sell that to this community, then shame on all of us.

Commissioner Fahl made a motion not to rescind the action of the City Commission in approving Ordinance No. 756 authorizing issuance and sale of \$4,500,000 City of Truth or Consequences Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2023 for the purpose of acquiring, constructing, furnishing, equipping, beautifying, and making improvements to a Law Enforcement Facility, and continue with the election. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

15. Discussion/Action: Consideration to repeal Special Referendum Election Resolution No. 29 23/24.

Commissioner Fahl made a motion not to repeal Special Referendum Election Resolution No. 29 23/24. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

16. Discussion/Update: Update on city website redesign.

City Clerk Torres: I just wanted to kind of give you guys an update on our new website. As you can see, it's a lot nicer. It's easier to navigate. One thing that I really did like is when you go to the Advisory Boards, now, it shows the advisory board and the minutes are under each board instead of having to scroll all the way through them. If you go back here to "recent news", they made it to where we can add a lot more items, which I really like. If you click on the Advisory Boards, it shows all the vacancies that we have. You can put flyers or anything on there. We also have fillable forms that will be added and when you fill out the forms, they can be emailed directly to the department, so that's another way it will help our community. I really like this accessibility function. You can make the text bigger, you can do all kinds of stuff. That's kind of a neat thing.

Mayor Pro-Tem Forrister: I'd like to point out that it's very hard for someone looking for a job to navigate to employment opportunities. I'm very tech savvy and it took me a good 5-8 minutes to find it, so is there a way to make one of those big tabs 'employment opportunities'?

City Clerk Torres: Yes, I can go ahead and do that.

Commissioner Fahl: Are you the person who will be updating it?

City Clerk Torres: Yes, I'll be updating for the most part. The departments do have access to update their own page. The more technical things like adding pages, I'll be doing that.

Discussion about the visuals and design of the site.

Commissioner Fahl: Oh, I like that. It's wonderful.

City Clerk Torres: That's all I have.

Mayor Pro-Tem Forrister: The update looks beautiful, and if we can get the employment opportunities up a little easier to access, then I will be very happy.

I. EXECUTIVE SESSION

- 1. Limited Personnel Matters (Water/Wastewater) Pursuant to 10-15-1(H.2).**
- 2. City of Truth or Consequences City Building (297 W. 3rd Ave) Tenant Lease Agreement**

Mayor Pro-Tem Forrister made a motion to go into executive session at 1:13 p.m. to discuss Limited Personnel Matters (Water/Wastewater) Pursuant to 10-15-1(H.2) and City of Truth or Consequences City Building (297 W. 3rd Ave) Tenant Lease Agreement Pursuant to 10-15-1(H.8). Commissioner Fahl seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Hechler reconvened the meeting in open session at 1:36 p.m.

Mayor Pro-Tem Forrister certified that only matters pertaining to Limited Personnel Matters (Water/Wastewater) Pursuant to 10-15-1(H.2) and City of Truth or Consequences City Building (297 W. 3rd Ave) Tenant Lease Agreement Pursuant to 10-15-1(H.8) was discussed in Executive Session and no action was taken in executive session.

Mayor Pro-Tem Forrister made a motion approve item H10. the City of Truth or Consequences City Building (297 W. 3rd Ave) Tenant Lease Agreement. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. ADJOURNMENT:

Mayor Hechler adjourned the meeting at 1:38 p.m.

Passed and Approved this 14th day of February, 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

My Name is Gordon Edelheit , Member of the board of Directors of the TorC Chamber of Commerce and Resident of our Community.

Good Moring , Honorable Mayor, Honorable Commissioners , Chief of Police Louis Tabavson, City Manager, All of the City Employees present and a Shout Out and Thank YOU to all of the Community Members who have taken part of there Lives to be here today.

1. I am here to speak about several MAJOR issues Regarding the pending bond referemdum, will do my best to stay with the time limit , please excuse me if this important information and requests runs slightly long.

#1 Having met with many of the City leaders including the Mayor, Commissioners, past city managers, and most importantly our City Police Chief . There are solid answers and The Focus and Direction of OUR Community has a better Way to Resolve this bond vote and MOVE Forward to a MOST Positive WIN WIN result for our Community .

2. The Answers are to Make Public and Official the PLAN for a NEW EXPANDED Recreation COMPLEX, that will be built on a CENTRIAL PROPERTY that is currently the Municipal Golf COURSE.
3. The plan and VISION that is already in discussion includes a new Police Statsion that will have and provide the Security most needed and have greater access to Entire Community, The propery will feature an INDOOR and OUT DOOR swimming POOL, that allows for Swim Tourments for our High School and Water Park features , Dis Golf Courses.
4. Outdoor and Indoor courts for Pickle Ball and other sports, Several Buildings built including a state of the ART GYMnasium ,that our Community will feel the safety and PRIDE IN OUR COMMUNITY.

For OUR COMMUNITY CAN AFORD THIS COMPLEX and this development will INCREASE the value of ALL OF Properties, We will have a permanent place for YOGA, and Health Classes, , and for a Pubic Community Gathering Space ,including Retail space for Juice Bar , Indoor and outdoor courts for games.

This project is a Sports Complex and MUCH MORE and will be developed over a 10 to 15 ACRE area on the top end of the 44 ACRE Location. This is also going to be a well funding project , There are great savings also from redevelopment of the old swimming pool into a new Private/ public Health location in downtown and will be considered in the longterm downtown master plan that already our newest Commissioner is actively working on.

5. The New Rec Complex is intended to become a PUBLIC and PRIVATE venture. It should not surprise anyone that I have already received THOUSANDS OF DOLLARS IN PLEDGES to make this happen from COMMUNITY MEMBERS.

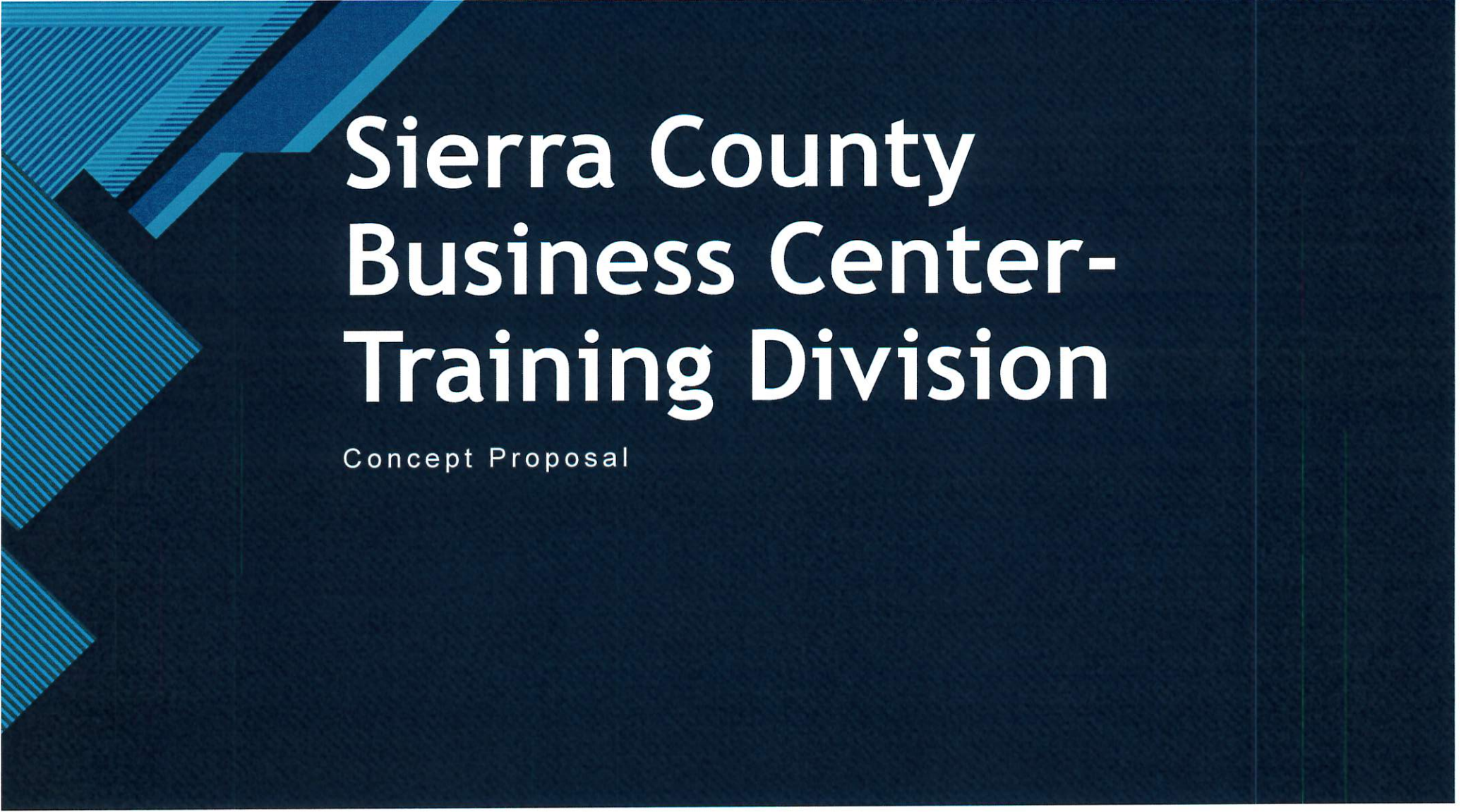
6. We don't need to waste \$22,000 on a vote. That is not progress and I suggest there are people in our community that DON'T WANT PROGRESS and are HAPPY to KEEP DO the same old " STOP , the PROGRESS VOTE' I say look around this room and most importantly ASK YOURSELF. WE CAN AND MUST DO BETTER AS A COMMUNITY and FOR OUR CITY . I asked the CHIEF and MOST of the CITY LEADERS and THEY SAID YES. The renovation of a 13,000 ft warehouse is not the best option for our Police or our community.

7. The Chamber of Commerce board has voted against moving the Police from Downtown and most of the public was not aware of the major recent change in the Facts that the EMPTY Serria County Buildings at the Corner of Van Patten and Broadway are currently being renovated to become the new County Sheriff Headquarters. This is a major new piece of the puzzle and this fact will definitely impact the property security for the downtown area in the future.
8. In my discussions with the Chief of Police this becomes another major reason why moving up to the location near the Recreation Center will enhance the time that an officer from either the Tor C police or the County Sheriff Department can be covered in less than two minutes. That is when the new station is manned. BUT what is very important today to our Chief is to have total CREITDATION AND HAVE SOME RELATIVELY MINOR COSTS TO IMPROVE OUR CURRENT POLICE STATION, I HAVE GONE THROUGH THESE IMPROVEMENTS YESTERDAY AND CAN SAY ALL OF THESE IMPROVEMENTS CAN BE DONE VERY QUICKLY WITHOUT MAJOR RENOVATION EXPENSES. What the Chief wants is clearly to become a long term member of our COMMUNITY and DO THE BEST OPTION POSSIBLE.

The LONG TERM VALUE that I have heard from our City Leaders is that this plan will insure our Police Station the most efficient place in our City for a long term vision.

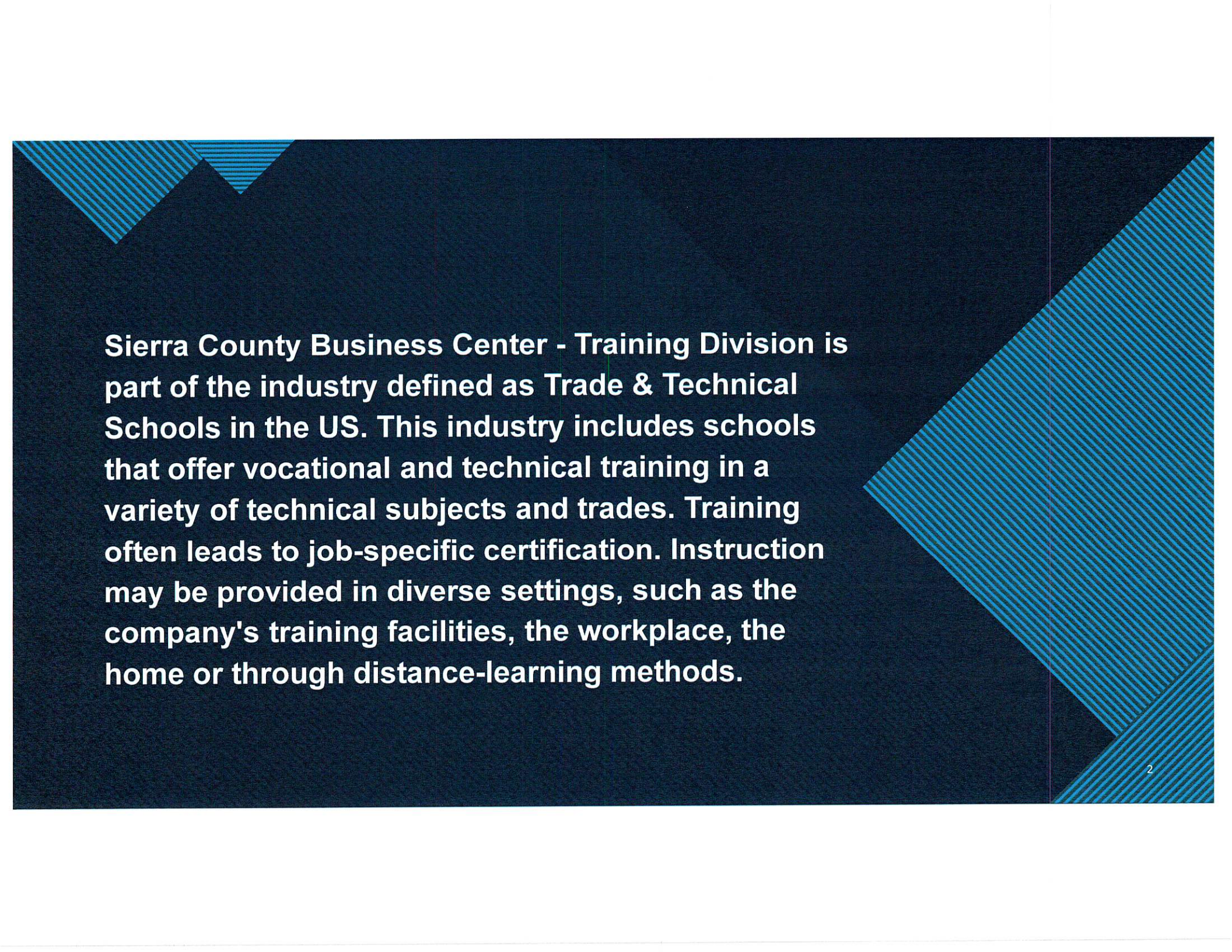
This Rec Center is a Complex, much like many people who have lived in larger cities, This is much like a YMO JCC Health Complex, Recently one Commissioner said to look at the Rec Center at the Halderman Airforce base as a model.

9. The FUNDing and Improvement of City with a property place for Water Aerobics for our Seniors, a real pool for a youth competitive swim team that will bring tournaments to TorC, and place to insure health and Exercise located with the safety of a new properly sized Police Station is what we are talking about and was and is my passion to see this project through. Today is a new day for the people that COUNT < OUR COMMUNITY can and will do better, and I ask on behalf of Our community to "stop the madness of a vote on the Referendum" that is a minor savings compared with the Realization that WE need to do better and will bring about change from any NEGATIVE reasons NOT to move FORWARD on BEHALF of ALL of the CITIZENS of Truth and Consequences.



Sierra County Business Center- Training Division

Concept Proposal



Sierra County Business Center - Training Division is part of the industry defined as Trade & Technical Schools in the US. This industry includes schools that offer vocational and technical training in a variety of technical subjects and trades. Training often leads to job-specific certification. Instruction may be provided in diverse settings, such as the company's training facilities, the workplace, the home or through distance-learning methods.

Online courses as a teaching medium continue to trend upward

Vocational schools are set to continue benefiting by introducing online classes. These classes are cheaper to run, as they instruct more students per instructor and don't require physical locations. This is set to keep profit high through 2028.

Through online courses, vocational institutions can offer classes to a greater number of students without incurring higher rent expenses or employing more instructors. Online courses also enable students to save time and money on commuting. The success of this format has enabled trade schools with the ability to teach online to boost profit by cutting costs.

Unemployment trends have had a mixed effect on demand

Unemployment spiked in 2020 as many industries faced pandemic-related pressures that forced them to lay off many workers. When unemployment rises, finding a job becomes more difficult and many jobless consumers look to improve their skill set and marketability to employers through attending a vocational school.

US Census Bureau

According to the US Census Bureau (2022), 22.4 % of Sierra County residents are living in poverty. Living in poverty is associated with lower life expectancy, high infant mortality, poor reproductive health, higher rates of infectious diseases (notably tuberculosis and HIV infection), higher rates of substance use (tobacco, alcohol, and illegal drugs), higher rates of non-communicable diseases, depression and suicide, and increased exposure to environmental risks. Poor children are more likely to die by the age of five years and to suffer from acute respiratory infections, diarrhea, congenital anomalies, and chronic diseases.

Quarterly Economic Summary

Released September 2023 Quarterly Economic Summary provided by New Mexico Economic Development Department (EDD)

Q4 FY23-largest industry as a percentage matched taxable gross receipt (MTGR) was construction by 40% of the total MTGR in Sierra County.

Certified Training Programs

Training 360, Savvas Learning Center & National Center for Construction Educational & Research, (NCCER) are online training programs that will promote job readiness, our on-the-job training with licensed contractors offers young adults the necessary experience in the construction trades.

Timeline

FY1 successfully complete all of the coursework provided by Training 360 (approximately 13 hrs. & 10 min) Complete five projects successfully (approximately 90 hrs.) of on-the-job training, complete all coursework provided by SAVVAS Learning Center- Introduction to basic construction (approximately 72.5 hrs.) & begin coursework – carpentry level 1 provided by the National Center for Construction Education and Research, and (a grade of 70% or higher for NCCER to award a certificate of completion).

FY 2 & 3 complete coursework- carpentry level 1 (approximately 162.5 hrs.) & level 2 (approximately 210 hrs.), and (a grade of 70% or higher for NCCER to award a certificate of completion).

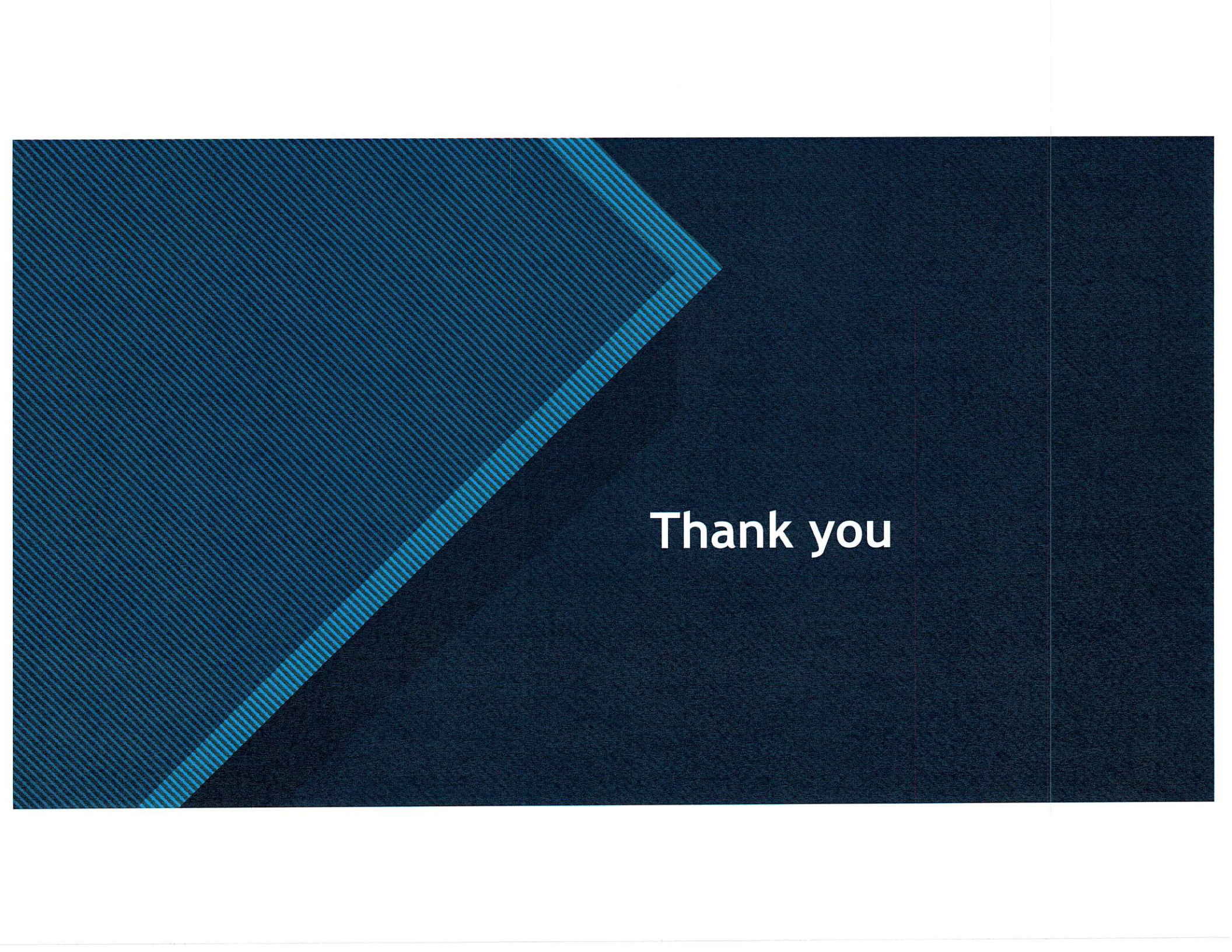
FY 4 complete coursework- carpentry level 3 (approximately 160 hrs.) & level 4 (approximately 161 required hrs. & 25 elective hrs.), and (a grade of 70% or higher for NCCER to award a certificate of completion).

Sustainability

The Rural Innovation for Stronger Economy (RISE) Grant, a minimum award of \$500,000-maximum award of \$2,000,000 will provide stability for Sierra County Business Center-Training Division vocational /training programs.

In Conclusion

- The evidence supports the need for a local vocational/training program in Sierra County. Sierra County Business Center-Training Division is committed to serving the underserved youth in our communities through certified training programs, mentorships, and on-the-job training by licensed contractors to prepare young adults ages 16-24 for employment opportunities therefore reducing the poverty level in our county.

The background of the slide is a dark blue gradient. On the left side, there is a large triangular area filled with diagonal stripes in a lighter teal color, pointing towards the top right corner.

Thank you

Office of the State Engineer, Dam Safety Bureau (DSB)
O&M deficiencies that have to be addressed
(last inspection is dated 2019; there should be another planned soon)

I believe that funding this FY from the County Flood Commission office could address a majority of these concerns except for Emergency Action Plans and a required new Operation and Maintenance Manual. Those average between \$50,000 to \$80,000 each depending on the size of the watershed. We could request annual funding from the Flood Commission for these items until we get those completed. I would recommend that when we begin doing our EAP that we utilize an engineering firm that has had those plans accepted by the Dam Safety Bureau. It is a very arduous task, and few have been approved. Those firms will know how the DSB wants to report to look and the data necessary. I am not including those on this list because EVERY high hazard structure has to have these items in place.

(This will be listed via structure and does not include the basic maintenance of rodent control and woody vegetation control. Also, the monitoring of the effective width of the dam crest that the practice of back dragging the embankment slopes for woody vegetation removal and erosion backfilling is not reducing the cross-sectional area of the dam as originally designed, which is done on both Marie and St Anne's dams)

I would recommend getting estimated costs for these repairs from either Casey McGuire at EBID, Hatch yard, or from John Gwynne, the Dona Ana County Flood Commission Flood Director. They are very familiar with these repairs and would be able to provide estimates quickly, rather than using an engineering firm to acquire estimates. Some of this work will need engineering services but a lot can be completed in-house or using a local contractor.

St. Anne's Dam

This is recognized by the DSB as a high hazard dam due to the risk to life and property
Issues with this structure should increase because outflows from the new Round-a-Bouts are being directed to this structure

1. Address the erosion that is occurring at the left downstream groin at the east end of the dam
2. A trash rack needs to be placed over the inlet of the outlet conduit to assure the orifice does not become clogged by debris or trash washed down from the watershed during a rain event.
3. Outlet Conduit 24" diameter Corrugated Pipe is corroding and scouring along the invert. The full extent of the corrosion and scour needs to be determined by having the interior of the entire length of the outlet conduit inspected. This issue will need to be addressed before the pipe collapses.
4. The downstream end of the spillway channel is aligned such that potential scouring of the downstream slope of the dam could occur during severe precipitation events. The city needs to ensure that the flood discharge is directed away from the downstream toe of the dam by realigning the downstream end of the spillway channel.
5. The orifice plate welded to the upstream end of the outlet conduit diminishes the outlet conduit capacity. It needs to be removed and replaced with a ported intake riser similar to what is used for the majority of the NRCS designed dams.
6. Make arrangements to have an overall inspection of the outlet works conduit performed by a qualified contractor or professional civil engineer licensed in NM with experience in dam

engineering. Once completed provide the inspection documentation of the Dam Safety Bureau. This has been a continues problem.

7. **This structure has been rated poor due in part to the City's lack of response to past inspections and lack of design report on file.**

Marie Street dam

This is recognized by the DSB as a high hazard dam

1. Spillway capacity is judged inadequate based on lack of current hydrologic and flood routing analysis in combination with diminished reservoir routing due to partial loss of storage capacity. Overtopping of the dam has occurred in the past.
2. Make arrangements to have an overall inspection of the outlet works conduit performed by a qualified contractor or professional civil engineer licenses in NM with experience in dam engineering. Once completed provide the inspection documentation of the Dam Safety Bureau. This has been a continuous problem.
3. Repair existing erosion and monitor and repair future erosion.
4. The outfall conduit needs to be maintained as exposed; not covered by vegetation as in past inspections.
5. **This structure is rated poor in part due to lack of documentation for the sewer line passing through the dam and lack of design report on file.**

Cuchillo Negro dam

This is recognized by the DSB as a high hazard dam

1. Repair/patch deteriorated concrete where applicable to various sections of the dam and auxiliary spillway.
2. Remove all debris from the ports and trash racks for the inlet structure to lower outlet conduit and confirm that all ports below the sediment level are adequately sealed.
3. Provide a copy of survey results for horizontal/vertical survey monuments as requested by this office **since 2019** and have not yet been received. If not available, City must make arrangements to collect such data and submit it to DSB. (this could potentially be in the engineering designs of when this was constructed. *Recommend looking through our records or call the construction firm/engineering firm who completed this . This should have been completed prior to receiving approve from the DSB for construction*
4. Prepare and submit a Hydrologic and Hydraulic analysis to evaluate the spillway capacity. *Recommend looking through our records or call the construction firm/engineering firm who completed this structure. This should have been completed prior to receiving approve from the DSB for construction*
5. Work with Sierra County to assure no additional residences have been constructed within the maximum flood pool of the dam. It appears from the last inspection that this has occurred.
6. Make arrangements to have an overall inspection of the outlet works conduit performed by a qualified contractor or professional civil engineer licenses in NM with experience in dam engineering. Once completed provide the inspection documentation of the Dam Safety Bureau. This has been a continuous problem.
7. **This dam is rated Satisfactory but can be downgraded due to lack of response.**

Morgan street dam and outlet structures

This structure is recognized by the DSB as a High Hazard Dam

1. Large rill on Morgan Street side needs repair. Cuts are over 6 feet deep
2. The Soil cement Auxiliary Spillway overflow structure that is upstream of the sediment basin has damage and the soil cement on the downstream floor and sides-it needs repair
3. Remove woody debris new Principal Spillway inlet and auxiliary spillway inlet
4. Repair sealant on joints on bottom of concrete inlet of the Auxiliary Spillway
5. Need to remove section of concrete drop structure near Simpson Street



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: F.2

SUBJECT: Acknowledge Regular Lodgers Tax Advisory Board Minutes, November 27, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 7, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge minutes.

Recommendation:

Acknowledge minutes.

Attachments:

- Lodgers Tax Advisory Board Minutes, November 27, 2023

•

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 2-14-24

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, NOVEMBER 27, 2023**

REGULAR MEETING

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, November 27, 2023 at 12:00 pm.

CALL TO ORDER:

The meeting was called to order by Vice-Chairman Kelley

ROLL CALL:

Jake Foerstner, Chairman - **Absent**
Gina Kelley, Vice-Chairman
Linda DeMarino, Member
Victoria Harrington, Member
Jessica MacKenzie, Member

ALSO PRESENT:

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

1. APPROVAL OF AGENDA

Member MacKenzie made a motion to approve the agenda.
Member Harrington seconded the motion.
Motion carried unanimously.

2. APPROVAL OF MINUTES:

- a. Regular Meeting Minutes of September 25, 2023

Member DeMarino made a motion to approve the minutes.
Member Harrington seconded the motion.
Motion carried unanimously.

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

There were no comments from the public at this time.

4. NEW BUSINESS:

- a. Discussion/Action: SCRAGS Lodger's Tax Grant Application for Rock and Gem Show.

Dan Lorimier and Therese Kramer represented SCRAGS.
Member DeMarino made a motion to approve \$15,190.00 to SCRAGS for the Rock & Gem Show taking place in March 2024.
Member MacKenzie seconded the motion.
Motion carried unanimously.

b. Discussion/Update: FY 23/24 LTAB Expenses. Tammy Gardner

Tammy Gardner gave an update on what has been paid out so far for this FY. She also stated that there is \$797,324.37 available for distribution.

5. COMMENTS FROM THE BOARD

Member DeMarino gave an update on Old Fashioned Christmas and The Parade of Lights. Vice-Chairman Kelley advised the board that the visitor's center has a new location.

6. COMMENTS FROM STAFF

There were no comments from the staff at this time.

7. ADJOURNMENT

There being no further business, Vice-Chairman Kelley adjourned the meeting.

PASSED AND APPROVED this 22nd day of January 2024.



Jake Foerstner, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: F.3

SUBJECT: Acknowledge Regular Public Utility Advisory Board Minutes, November 20, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 7, 2024
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Acknowledge minutes.

Attachments:

- Regular Public Utility Advisory Board Minutes, November 20, 2024
-

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 2-14-24

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC UTILITY ADVISORY BOARD
MONDAY NOVEMBER 20, 2023**

REGULAR MEETING MINUTES

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, November 20, 2023 at 3:30 pm.

CALL TO ORDER:

The meeting was called to order by Vice-Chairman Dornbusch.

ROLL CALL:

Jeff Dornbusch, Vice-Chairman
Gil Avelar, Member
Don Armijo, Member

ALSO PRESENT:

Angie Gonzales, City Manager
Traci Alvarez, Assistant City Manager
Rolf Hechler, Mayor Pro-Tem
Merry Jo Fahl, Commissioner
Arnie Castaneda, Water/Wastewater
Jamie Foreman, Water Admin
Justin Armijo, Interim Water Foreman
Lisa Gabaldon, Deputy Clerk

1. APPROVAL OF AGENDA

Member Armijo made a motion to approve the agenda.
Member Avelar seconded the motion.
Motion carried unanimously.

2. APPROVAL OF MINUTES:

Regular meeting of October 16, 2023

Member Avelar made a motion to approve the minutes.
Member Armijo seconded the motion.
Motion carried unanimously.

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

No public comments at this time.

4. NEW BUSINESS:

- a. Discussion/Update: Water Leak Update & Wastewater Concerns, Arnie Castaneda

Arnie Castaneda Gave the board an update on the water/wastewater department along with a handout of the presentation that was given at the last City Commission meeting.

Arnie stated that we have a failing water system; they have leaks on a daily basis, there are currently 50 active leaks on a list. They fix roughly 5-6 leaks a day with all of the equipment that is available, however the VAC truck blew a hydraulic pump and is currently in the shop. They are borrowing the electric departments VAC truck; they are sharing this truck, so they don't have it on a full-time basis. They do try and go out there with a backhoe and regular trash pumps; that makes everything a lot slower. They are trying to get to all of the leaks, but it's just a slow process right now. They prioritize the leaks that are on a list depending on the amount of water coming out or the damage that is being created around the area; the smaller leaks go to the bottom of the list; they are doing the best they can with what they have. There is a list that they put out in the newspaper; most of the leaks are on there.

Vice-Chairman Dornbusch stated that he has noticed a lot of the leaks are pipe issues.

Arnie stated that 80-80% of the leaks are service lines; the rest are main lines. They had a main line break on Third Street; the cast iron line cracked along the side of the pipe. It was a long stretch that needed to be replaced. A couple of days later it popped 30 feet down the line and it continued to do that until they got a local contractor to replace 360 feet of line to try and prevent that from going on. They have the same problem by the Caballo area; the line was splitting along the side of the pipe.

Vice-Chairman Dornbusch asked if the service line leaks re plastic.

Arnie answered that there are all kinds of lines out there; some of poly-line, copper line, old poly, the new type of poly; it's anything and everything that you can think of.

Vice-Chairman Dornbusch asked what they are replacing it with now.

Arnie stated that they are replacing it with black poly-line copper size. There is a new type of blue poly that is supposed to be stronger and they'd like to give that a try and see how that works.

Vice-Chairman Dornbusch asked if there are any big issues going on with wastewater.

Arnie stated that when he came onto the job in January, there were some issues. They were told as operators to always have a corrective measure; for whatever reason may be due to manpower or lack of funds, a lot of the programs were dropped. He heard that with the flood that happened in 2020, the bar screen is damaged and not functioning any more. Employees were going and cleaning this by hand. Recently they had an OSHA inspection and they said that it was not acceptable; they contacted a company in Albuquerque that specializes in safety training. They required them to get gas monitors as well as some other things. A new bar screen will cost almost \$2 million; they are currently looking for some funding to replace the unit. The old clarifiers that were supposed to be demolished have now been filled in as they are no longer in use. Arnie went on to give an overview of all of the things that they are currently working on and where things stand.

Vice-Chairman Dornbusch asked about the thrust blocks being shattered.

Arnie Castaneda stated that they have been replaced. One of them is not functional; the one that is working is not in great shape and should be replaced by next year.

Vice-Chairman Dornbusch asked if there are still plans in the works to replace the tank with a larger tank?

Arnie Castaneda stated that it is not in this project. If there is any funding in the future, that tank needs to be upgraded as it's way too small for the system.

Member Avelar asked if it has already been engineered.

Assistant City Manager Alvarez stated that the bids that came in on the MSD project were too high and the tank was one of the things that they took out; currently it's still sitting there waiting for funding.

Vice-Chairman Dornbusch stated that he hopes we can get it funded soon because it is the Achilles heel of our water system. He went on to say that the chlorination injection point being inside of a pit like that is not ideal and he hopes that there are plans to do that differently.

Arnie Castaneda stated that it's been that way forever and they just recently repaired it because it was leaking. He stated that they have another project coming up to install a transmission line; approximately 7 miles of transmission line. This is still in the design stage; it will take a lot of physical pressure off of the lines and onto a transmission line so that will give the system pressure relief so that the pumps are pumping directly into the system, they'll be pumping through a transmission line and directly into the tanks, so that should help a lot once that project is complete. They will run brand new transmission line from Cook Street to Morgan and then into the tanks up at the interstate; as well as some other lines across town.

Vice-Chairman Dornbusch commented that Arnie is dealing with the challenges very well.

5. REPORTS FROM THE BOARD

There were no reports from the board at this time.

6. REPORTS FROM STAFF

City Manager Gonzales reported on the emergency declaration. She stated that on the 8th on November, Arnie and herself were talking about the problems they were having on Cook Street; he had not been able to keep the pump running regularly for a good 24 hours at that time and he was worried. She was worried that it was going to be a problem over the weekend, so her and Arnie spoke to County Emergency Manager, Ryan Williams. She asked him what will happen if they run out of water. She put a resolution on the agenda for the next commission meeting. She encouraged Arnie to get his plan together for whenever the pump broke down, and they went ahead to approve the declaration of emergency. The reason why she did this is because they are within that motor not turning over qualifies as an emergency; she wanted it to be in place. She has a meeting tomorrow with the state EOC and Ryan; they are going to sit down to figure it out on when this happens and how this is going to operate. They do have a plan in place. Arnie is doing a great job and had has a great team along with her leadership team.

Vice-Chairman Dornbusch recommended that they utilize old pumper trucks from the fire department and it might be a good idea to put it out there just in case; fire protection is very important. He went on to say that he is glad that there are contingency plans in place.

City Manager Gonzales agreed with Vice-Chairman Dornbusch.

Mayor Pro-Tem Hechler stated that the most important thing is that they've identified the water leaks; he started his presentation with Senator Diamond and the representatives. They are well aware of what our issues are with the water leaks, but they don't have the ear of the governor's office. We need to develop a strategy of how they're going to get more notice and more recognition so that they can get the help that we need to get the water lines fixed. He is hoping to develop a strategy to contract the big jobs out and then our water crews can take care of the little jobs; we need to get a strategy to do a block at a time. Unfortunately, he was informed that when you do more than 1000 feet, you have to have an

engineer, so because we keep getting obstacles thrown in front of us, the dollar doesn't go nearly as far as they want it to go. It is going to end up being a \$200 million dollar project over the next 20 years. It's our number one issue that will go to the legislature. They even got a little buy in from some of the other communities to recognize that they support us. The problems with Cook Street will be a \$1.2 million dollar project that they have to jump on right away and try to find funding for. These are the two most important issues as of now. He went on to say that they want to move the police department to another building. He asked for the members of the board to spread the word around town to support the police department. The police department is not just a police department; it is a community area, it's a community center. They would like to put the domestic violence people in there, DWI, and State Police. It's a large sum of money but it's the police departments money; it doesn't raise our taxes; it isn't money that they would use to fix the water lines; this is money that the police department would get anyway and they choose to spend it in the form and he thinks it's a wise way to use it. It was an issue when he was a commissioner between 2016-2020; had they done it then, we would've got it done cheaper and it would've been done. There are people in this community that don't want to see it or they don't understand it so we have a little battle on our hands. If you're thinking about how unsafe the community is then you're not thinking of the police department. We want them to keep us safe and keep working for us in that regard and he'd like to improve their facility so that they won't be crowded. It's time to support them and see if we can get this done; the police department is a good thing for us to support. They had a business trip to New York City and they got some good things done. They meet with a bonding agency; the City hasn't been bonded in 30 years; we don't know what our bond rating is. This is an opportunity for us to see what our bond rating is and if it gets to where he thinks it will, it opens up the door for us to save money when we borrow money. They will have to wait for the bond rating until they through with the petition. One of the things that he'd like to see done eventually, is a new recreation center at the north end of town. The two things that are taking over \$200,000 a year of tax payer revenue is the golf course and the swimming pool to run and only generating about \$80,000 a year. That money could be used a lot better for the community for a quality of life issue. That money could fund a new recreation center, along with some other things that they can do. These are a few of the things that they would like to see done that will drive their initiatives and agendas over the next couple of years.

Vice-Chairman Dornbusch asked if they could do some kind of publicity campaign for the petition to get the word out there that this is just the talking points for that side is usually based in lies. Can we get some accurate information out there to the public?

Mayor Pro-Tem Hechler stated that he has met with a couple of folks in town already, letters to the editor are important, some advertisements. The City can't pay for it as we are not going to use tax payer dollars to fight this petition. We can say how we feel, but we have some private folks that might be very interested in the security and safety of this community. We've got some people sending letters to the editor and he thinks that will be important; Facebook campaigns and stuff like that. We just need to be honest and that what we'd like others to be as well. He wants to support our police department. When they're doing a great job and they can do an even better job, then we want to support them; that's important for all of us to do. They will be starting their own campaign and he hopes that more people will join them as well. They have had people go up during public comment at the commission meetings and give their support to the police department and that is very important. When you get people who come up and speak like that, it gets everyone else's attention and tends to shut everyone else up. We do have some support but we do need to get more.

Vice-Chairman Dornbusch stated that he's been talking up the City's fire protection, their volunteer fire force and how stellar it is. He thinks that the police department should also get some sort of recognition like that. It is a very safe community and a lot of new people have come into town because of that reason and it's something that he'd like to see the City of T or C in being known for.

7. ADJOURNMENT

Vice-Chairman Dornbusch made a motion to adjourn the meeting.

Member Avelar seconded the motion.

Motion carried unanimously.

PASSED AND APPROVED ON THIS 22nd DAY OF JANUARY 2024.



Jeff Dornbusch, Vice-Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: F.4

SUBJECT: January 2024 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: February 2, 2024
SUBMITTED BY: Silke Kapela, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for January 2024

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,375,815.53

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

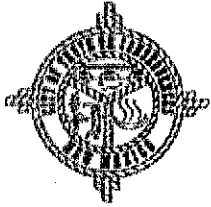
Continued To: - Referred To: -

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

File Name: CC Agendas 2-14-2024

Accounts Payable Transfer Sheet - 2023-2024 FY
Post Date Ending: 01/05, 1/12, 1/18, 1/22, 1/26

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>					<u>GRAND TOTAL</u>	<u>Fund</u>
		1/5/2023	1/12/2024	1/18/2024	1/22/2024	1/26/2024	TRANSFERS	Numbers
101	General	\$33,696.36	\$84,621.18	\$30,877.74		\$84,629.34	\$233,824.62	101
201	Local Government Corrections	\$1,560.00					\$1,560.00	201
209	State Fire	\$949.23		\$522.58		\$1,154.98	\$2,626.79	209
211	Law Enforcement Protection	\$5,083.74	\$3,465.50	\$839.46	\$52,999.28	\$1,643.55	\$64,031.53	211
214	Lodger's Tax	\$466.67		\$26,784.03		\$12,183.34	\$39,434.04	214
216	Street Renovation	\$1,466.29	\$532.76	\$1,544.80		\$3,772.99	\$7,316.84	216
217	Municipal Recreation						\$0.00	217
260	Fiscal Recovery Funds						\$0.00	260
294	State Library					\$295.36	\$295.36	294
295	Municipal Pool	\$870.13		\$40.10		\$60.01	\$970.24	295
296	PD-GRT Fund	\$215.31	\$1,250.00		\$4,744.48	\$520.38	\$6,730.17	296
298	PD-Donations					\$36.00	\$36.00	298
302	Electrical Construction						\$0.00	302
303	Veterans Memorial			\$52.92			\$52.92	303
304	SJOA - Grants						\$0.00	304
305	Capital Improvement General						\$0.00	305
306	Capitlal Improvement Joint Utility						\$0.00	306
307	Golf Course Improvements						\$0.00	307
308	USDA -Sweeper						\$0.00	308
309	USDA-Wastewater						\$0.00	309
310	R&R-Emergency						\$0.00	310
311	R&R-Sewer						\$0.00	311
312	R&R-Airport						\$0.00	312
313	R&R-Water						\$0.00	313
314	CDBG - Grant						\$0.00	314
315	CI Reserve- Non Capital Equipment						\$0.00	315
316	Emergency Reserve						\$0.00	316
320	USDA Water System Improvements						\$0.00	320
321	Water System Improvements						\$0.00	321
360	NMFA Projects				\$101,049.00		\$101,049.00	360
370	Water Trust Board Projects				\$26,649.13		\$26,649.13	370
380	Community Development				\$207,018.54	\$35,194.71	\$242,213.25	380
403	Pledge State Tax	\$24,052.03	\$83.37				\$24,135.40	403
501	Cemetery		\$1,000.00			\$164.49	\$1,164.49	501
502	Utility Office	\$885.71		\$237.70		\$652.92	\$1,776.33	502
503	Electric Dept	\$6,531.20	\$319,938.07	\$51,458.26		\$15,825.11	\$393,752.64	503
504	Water Dept	\$14,201.83	\$1,514.90	\$9,215.22		\$24,620.25	\$49,552.20	504
505	Solid Waste	\$1,486.58	\$18,664.68	\$13,857.14		\$26,460.82	\$60,469.22	505
506	WasteWater	\$14,132.59	\$8,224.45	\$53,782.39		\$7,118.27	\$83,257.70	506
507	Solid Waste Landfill/Collection						\$0.00	507
508	Golf Course	\$64.34	\$126.42	\$1,473.89		\$4,424.61	\$6,089.26	508
509	Municipal Airport	\$1,245.83	\$16,500.10	\$1,589.38		\$2,425.20	\$21,760.51	509
600	Internal Service Fund		\$247.84	\$533.00		\$6,287.05	\$7,067.89	600
	Grand Total-Accounts Payable	\$106,907.84	\$456,169.27	\$192,808.61	\$392,460.43	\$227,469.38	\$1,375,815.53	



Truth or Consequences

EOM AP REPORT

By Fund

Payment Dates 1/1/2024 - 1/31/2024

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					
POLICARPIO V BUSTAMANTE -...	112.23	01/05/2024	OPEN PO-LANDSCAPING SERV...	101-1009-47415	900.00
INTERNAL SERVICE FUND	12/01/23-12/31/23	01/05/2024	SERVICE MAINT FOR DEPT VEH...	101-1009-47420	68.36
INTERNAL SERVICE FUND	12/01/23-12/31/23	01/05/2024	SERVICE MAINT FOR DEPT VEH...	101-1014-47420	95.91
NEW MEXICO GAS COMPANY, ..	12282023	01/05/2024	NM WORKFORCE CONNECTI...	101-1018-43780	114.83
NEW MEXICO GAS COMPANY, ..	12282023	01/05/2024	ANIMAL SHELTER OPEN PO FY...	101-1018-43780	309.00
NEW MEXICO GAS COMPANY, ..	12282023	01/05/2024	GENERAL OPEN PO FY23/24	101-1018-43780	2,699.97
SIERRA COUNTY SENTINEL	1846	01/05/2024	HELP WANTED ADS - FY23-24 -..	101-1004-43740	431.82
SIERRA COUNTY SENTINEL	1915	01/05/2024	OPEN PO FOR FY 22/23 PUBLI...	101-1001-43740	149.38
JAIME F. RUBIN, LLC	22923	01/05/2024	OPEN PO FOR LEGAL SERVICES...	101-1000-43597	6,202.31
JAIME F. RUBIN, LLC	22923	01/05/2024	GRT	101-1000-43597	499.15
CIVICPLUS, LLC	287435	01/05/2024	CODIFICATION OF ORDINANC...	101-1001-43740	5,182.40
STAPLES CONTRACT & COMM...	3555196192	01/05/2024	PRINTABLE SELF ADHESIVE IN...	101-1004-44606	69.80
STAPLES CONTRACT & COMM...	3555196192	01/05/2024	AVERY SLEEVE COVERS 12/PA...	101-1004-44606	3.20
STAPLES CONTRACT & COMM...	3555196192	01/05/2024	TRU RED COPY PAPER	101-1004-44606	368.25
QUILL CORPORATION	36137162, 36240534, 361219...	01/05/2024	QUILL OFFICE SUPPLY ORDER	101-1001-44606	989.02
QUILL CORPORATION	36265242, 36194398	01/05/2024	OFFICE SUPPLIES	101-1003-44606	57.69
QUILL CORPORATION	36317077	01/05/2024	PLASTIC FILE BOXES	101-1002-44606	183.54
QUILL CORPORATION	36317077	01/05/2024	FILE STORAGE BOXES	101-1002-44606	62.99
TRANS UNION RISK & ALTERN...	485949-202312-1	01/05/2024	TLO SERVICES 6 MONTHS OP...	101-1007-43815	110.00
SILVERSKY, INC.	495115-SI	01/05/2024	OPEN PO FY23/24 GENERAL F...	101-1018-43815	1,628.14
INTEGRATED TECHNOLOGIES ...	7767	01/05/2024	IT SERVICES	101-1002-48598	756.26
INTEGRATED TECHNOLOGIES ...	7767	01/05/2024	COURT SERVER MOVE TO PD	101-1002-48598	155.14
ARENAS VALLEY ANIMAL CLIN...	85131, 85368, 85439, 85517, ...	01/05/2024	VET SERVICES	101-1006-48598	994.96
LYNN'S LANDSCAPE	882	01/05/2024	LOCK AND HANDLE FOR PANIC...	101-1009-44607	124.99
QUEST DIAGNOSTICS, INC.	9207652720	01/05/2024	SCREENING & MRO FEE FY 23-...	101-1004-48599	168.15
VERIZON WIRELESS	9952657971	01/05/2024	POLICE DEPT OPEN PO FY23/24	101-1007-43775	205.70
VERIZON WIRELESS	9952657971	01/05/2024	ANIMAL CONTROL OPEN PO F...	101-1008-43775	123.42
CITY UTILITIES	C-D DECEMBER 2023	01/05/2024	GENERAL FUND CYCLE C&D O...	101-1018-43780	5,985.70
TALON SEPTIC & POTTY SERVI...	I1119, I11120	01/05/2024	PORT POT RENTAL FAMILY PA...	101-1009-43465	450.00
TALON SEPTIC & POTTY SERVI...	I1119, I11120	01/05/2024	PORTA POT RENTAL RALPH E...	101-1009-43465	450.00
LASTING PAWS PET MEMORIA...	LC103911-I-0046	01/05/2024	CREAMTION SERVICES	101-1006-48598	1,035.60
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1001-41226	156.46
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1003-41226	155.71
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1004-41226	252.07
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1006-41226	123.12
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1007-41226	1,296.38
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1008-41226	44.49
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1009-41226	61.11
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1011-41226	284.09
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1012-41226	124.32
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1014-41226	210.43
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	101-1016-41226	192.64
WEX BANK	01012024	01/12/2024	WEX FUEL POLICE DEPT - FY 2...	101-1007-43316	5,092.11

EOM AP REPORT

Payment Dates: 1/1/2024 - 1/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA COUNTY CLERK	01112024	01/12/2024	OPEN PO FOR RECORDING OF...	101-1001-43740	50.00
RAVEN WILLOW	08032023	01/12/2024	NON-STERILIZATION DEPOSIT ...	101-1099-34343	25.00
SCRDA	100523-JAN-MAR	01/12/2024	SCRDA BILL FOR FY 23-24	101-1007-48599	59,656.50
DELL TECHNOLOGIES	10723033578	01/12/2024	LAPTOP DOCKS FOR PD	101-1007-44613	768.07
WEX BANK	12312023	01/12/2024	WEX FUEL FOR ANIMAL CONT...	101-1008-43316	163.83
TERRALOGIC DOCUMENT SYS...	134695-24	01/12/2024	LASERFICHE AGREEMENT REN...	101-1001-47410	2,896.77
INTEGRITY BODY SHOP LLC	13719772	01/12/2024	REPAIRS ON 202 FORD EXPEDI...	101-1007-47420	12,976.83
SUN VALLEY, INC.	172591/6, 172684/6, 172772/...	01/12/2024	OPEN PO FIELD SUPPLIES - FY...	101-1009-44607	211.71
SUN VALLEY, INC.	172906-6, 172907-6, 172893-6...	01/12/2024	OPEN P.O. FOR SUN VALLEY ...	101-1014-44607	652.59
OFFICE DEPOT	345828096001, 345825481001	01/12/2024	OFFICE SUPPLIES FOR PD/ACO	101-1007-44606	235.39
OFFICE DEPOT	345828096001, 345825481001	01/12/2024	OFFICE SUPPLIES FOR PD/ACO	101-1008-44606	97.28
WEX BANK	94213999-FM	01/12/2024	WEX BANK FUEL CARD OPEN P...	101-1014-43316	680.51
WORKMED OCCUPATIONAL H...	EM008671	01/12/2024	PRE-ACADEMEY MEDICAL ASS...	101-1007-48598	598.67
PERRY SUPPLY CO.	S1965546	01/12/2024	MOEN 4" BLADE HANDEL LAV...	101-1014-44607	485.92
PERRY SUPPLY CO.	S1965546	01/12/2024	FUEL CHARGE	101-1014-44607	30.00
TEXAS- NEW MEXICO NEWSP...	0006154918	01/18/2024	PRINT AD IN LC SUN AND EL P...	101-1004-43740	625.00
TEXAS- NEW MEXICO NEWSP...	0006154918	01/18/2024	ONLINE AD FOR FINANCE DIR...	101-1004-43740	768.63
SIERRA COUNTY EXTENSION 4...	01162024	01/18/2024	AWARDS BANQUET CIVIC CEN...	101-1099-34348	250.00
DELL TECHNOLOGIES	10724420169	01/18/2024	LAPTOPS FOR PD OFFICERS	101-1007-44613	12,178.74
WHITEHEAD TRANSPORTATI...	110281	01/18/2024	PM SERVICE FOR UNIT 17702G...	101-1007-47420	137.93
WILSON & COMPANY, INC. E...	122706	01/18/2024	ON CALL GRANT MANAGEMEN...	101-1010-48598	7,933.95
NM SELF INSURERS FUND	12312023-Q	01/18/2024	DEDUCTIBLE CLAIM PAYMENTS	101-1018-46732	56.50
REED'S TIRE CENTER	13870	01/18/2024	245 55R18 BFGS	101-1007-47420	1,938.32
SIERRA COUNTY SENTINEL	1928	01/18/2024	HOLIDAY AD	101-1003-43740	528.34
ALARM CONTROL TECHNOLOG...	32424, 32425	01/18/2024	FIRE ALARM MONITORING OP...	101-1014-47410	53.82
NU-WAY LAUNDRY & CLEANE...	38921	01/18/2024	NU-WAY CARPET SERVICES O...	101-1014-44607	98.10
TESTON'S FREEWAY CHEVRON	5613	01/18/2024	OPEN PO FUEL PURCHASES FY...	101-1009-43316	464.04
TESTON'S FREEWAY CHEVRON	5659	01/18/2024	OPEN PO FY23/24 FUEL PURC...	101-1013-43316	174.05
SIERRA AUTO/CARQUEST	6016-320445, 6016-320446	01/18/2024	OIL 0W-40	101-1014-47420	55.23
SIERRA AUTO/CARQUEST	6016-320445, 6016-320446	01/18/2024	ANTI FRZ	101-1014-47420	22.74
SIERRA AUTO/CARQUEST	6016-320445, 6016-320446	01/18/2024	OIL FILTER	101-1014-47420	3.74
SIERRA AUTO/CARQUEST	6016-320557, 6016-320607, 6...	01/18/2024	OPEN PO FOR DEC-SHOP SUP...	101-1012-44607	604.59
SIERRA AUTO/CARQUEST	6016-320569	01/18/2024	AC COMP W/ CLUTCH	101-1014-47420	212.18
SIERRA AUTO/CARQUEST	6016-320606	01/18/2024	ORIFICE TUBE	101-1014-47420	9.99
SIERRA AUTO/CARQUEST	6016-320829	01/18/2024	BRAKES AND ROTORS	101-1007-47420	420.00
SIERRA AUTO/CARQUEST	6016-320829	01/18/2024	SPARK PLUGS	101-1007-47420	72.00
SIERRA VISTA HOSPITAL / SIER...	6208C15467	01/18/2024	COLLECTION DRUG TEST FEE ...	101-1004-48599	75.00
TALON SEPTIC & POTTY SERVI...	I1172	01/18/2024	OPEN PO PORTABLE TOILET R...	101-1009-43465	1,000.00
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1001-41226	156.46
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1003-41226	155.71
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1004-41226	241.65
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1006-41226	123.12
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1007-41226	1,367.56
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1008-41226	37.20
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1009-41226	67.49
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1010-41226	98.69
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1011-41226	284.09
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1012-41226	124.32
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1014-41226	210.43
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	101-1016-41226	206.96
LAS CRUCES SUN NEWS	0005854043	01/26/2024	ADVERTISING - LEGAL AD LAS ...	101-1004-43740	135.72
LAS CRUCES SUN NEWS	0005860095	01/26/2024	LEGAL AD FOR CDBG RFP	101-1004-43740	106.12
WINDSTREAM CORPORATION	01182024	01/26/2024	CITY MANAGER OPEN PO FY2...	101-1003-43775	7.56
TDS	01182024-2	01/26/2024	GENERAL OPEN PO FY 22/23	101-1018-43780	4,344.34
COMPANION ANIMAL ACTION...	11724	01/26/2024	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	250.00
MATTHEW 25 FOOD PANTRY ...	1224	01/26/2024	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	1,250.00
SIERRA VISTA HOSPITAL / SIER...	123123	01/26/2024	GRT DISTRIBUTION FY 23/24 ...	101-1017-48599	44,058.89
THE CLUB OF SIERRA COUNTY	1324	01/26/2024	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	1,250.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA JOINT OFFICE ON AGI...	1424	01/26/2024	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	8,750.00
DOMESTIC ABUSE INTERVENT...	1424	01/26/2024	OPEN PO FOR SUBRECIPIENT ...	101-1000-60725	500.00
REVIZE, LLC	17446	01/26/2024	CITY WEBSITE REDESIGN	101-1001-43770	8,100.00
SIERRA COUNTY SENTINEL	1880	01/26/2024	LEGAL AD FOR CDBG RFP	101-1004-43740	118.56
SIERRA COUNTY SENTINEL	1993	01/26/2024	NCR TOWING FORMS	101-1007-43740	183.01
AMAZON CAPITAL SERVICES, I...	19FG-VTCY-CRXP, 1MK6-HTRP...	01/26/2024	BUSINESS CARD HOLDER	101-1006-44606	11.98
AMAZON CAPITAL SERVICES, I...	19FG-VTCY-CRXP, 1MK6-HTRP...	01/26/2024	WORK BOOTS	101-1006-44615	199.44
SIERRA COUNTY SENTINEL	2003	01/26/2024	2 CODE OF ETHICS POSTERS F...	101-1007-44606	43.20
PRI MANAGEMENT GROUP	24564	01/26/2024	POLICE RECORDS TRAINING - ...	101-1007-42720	279.00
PUBLIC SAFETY PSYCHOLOGY ...	27147	01/26/2024	PRE-ACADEMY SCREENING FO...	101-1007-48598	387.45
NU-WAY LAUNDRY & CLEANE...	38990, 38842	01/26/2024	NU-WAY CARPET SERVICES O...	101-1014-44607	196.20
SILVERSKY, INC.	497101-SI	01/26/2024	OPEN PO FY23/24 GENERAL F...	101-1018-43815	3,075.38
XEROX CORP.	5248963	01/26/2024	CLERKS OFFICE OPEN PO FY23...	101-1001-43465	297.01
XEROX CORP.	5248963	01/26/2024	CITY MANAGER OPEN PO FY2...	101-1003-43465	282.16
XEROX CORP.	5248963	01/26/2024	FINANCE OFFICE OPEN PO FY...	101-1004-43465	514.87
XEROX CORP.	5248963	01/26/2024	POLICE DEPT OPEN PO FY23/24	101-1007-43465	311.86
XEROX CORP.	5248963	01/26/2024	PARKS DEPT OPEN PO FY23/24	101-1009-43465	200.48
XEROX CORP.	5248963	01/26/2024	FACILITIES DEPT OPEN PO FY2...	101-1014-43465	37.12
XEROX CORP.	5248963	01/26/2024	MUNICIPAL COURT OPEN PO ...	101-1040-43465	297.00
TURTLEBACK PEST CONTROL, ...	98916	01/26/2024	TURTLEBACK PEST CONTROL ...	101-1014-43403	1,075.24
VERIZON WIRELESS	9954277357	01/26/2024	CITY CLERK OPEN PO FY23/24	101-1001-43775	279.22
VERIZON WIRELESS	9954277357	01/26/2024	MUNICIPAL COURT OPEN PO ...	101-1002-43775	196.08
VERIZON WIRELESS	9954277357	01/26/2024	CITY MANAGER OPEN PO FY2...	101-1003-43775	234.39
VERIZON WIRELESS	9954277357	01/26/2024	FINANCE OPEN PO FY23/24	101-1004-43775	251.72
VERIZON WIRELESS	9954277357	01/26/2024	ANIMAL SHELTER OPEN PO FY...	101-1006-43775	110.49
VERIZON WIRELESS	9954277357	01/26/2024	POLICE DEPT OPEN PO FY23/24	101-1007-43775	1,716.03
VERIZON WIRELESS	9954277357	01/26/2024	ANIMAL CONTROL OPEN PO F...	101-1008-43775	126.47
VERIZON WIRELESS	9954277357	01/26/2024	PARKS DEPT OPEN PO FY23/24	101-1009-43775	145.81
VERIZON WIRELESS	9954277357	01/26/2024	COMMUNITY DEVELOPEMENT...	101-1010-43775	93.92
VERIZON WIRELESS	9954277357	01/26/2024	STREETS DEPT OPEN PO FY23/...	101-1011-43775	152.27
VERIZON WIRELESS	9954277357	01/26/2024	FLEET DEPT OPEN PO FY23/24	101-1012-43775	86.46
VERIZON WIRELESS	9954277357	01/26/2024	FACILITIES DEPT OPEN PO FY2...	101-1014-43775	123.24
CITY UTILITIES	A-B JAN 2024	01/26/2024	GENERAL FUND CYCLE A&B O...	101-1018-43780	3,984.52
ALBUQUERQUE PUBLISHING ...	10001581099	01/26/2024	ADVERTISEMENT FOR PROPOS...	101-1004-43740	154.33
ALBUQUERQUE PUBLISHING ...	10001581876-1120	01/26/2024	LEGAL AD FOR CDBG RFP	101-1004-43740	124.63
CITY UTILITIES	JAN2024	01/26/2024	GENERAL FUND OPEN PO FY2...	101-1018-43780	587.17
Fund 101 - General Total:					233,824.62
Fund: 201 - Corrections					
SIERRA COUNTY TREASURER	01012024	01/05/2024	OPEN PO - CARE OF PRISONERS	201-1903-48710	1,430.00
ADMINISTRATIVE OFFICE OF ...	12312023	01/05/2024	PAY DWI /COURT AUTO/JUD /...	201-1903-44805	130.00
Fund 201 - Corrections Total:					1,560.00
Fund: 209 - Fire					
NEW MEXICO GAS COMPANY, ..	12282023	01/05/2024	FIRE SOUTH STATION OPEN P...	209-1603-43780	370.62
NEW MEXICO GAS COMPANY, ..	12282023	01/05/2024	FIRE STATION OPEN PO FY23/...	209-1603-43780	318.13
MEGAHERTZ COMPUTER CON...	76812	01/05/2024	INTERNET SERVICE/NORTH FL...	209-1603-43775	54.19
CITY UTILITIES	C-D DECEMBER 2023	01/05/2024	FIRE DEPT CYCLE C&D OPEN ...	209-1603-43780	206.29
WINDSTREAM CORPORATION	01172024	01/18/2024	FIRE DEPT OPEN PO FY23/24	209-1603-43775	1.78
LYNN'S LANDSCAPE	1001	01/18/2024	OPEN PO FOR MONTHLY CLE...	209-1603-47415	471.43
TESTON'S FREEWAY CHEVRON	5614	01/18/2024	OPEN PO FOR GAS/FUEL FY 23...	209-1603-43316	49.37
RONALD W HOSKINS JR DBA ...	021	01/26/2024	TRUCK REPAIRS	209-1603-47420	325.13
XEROX CORP.	5248963	01/26/2024	FIRE DEPT OPEN PO FY23/24	209-1603-43465	334.14
VERIZON WIRELESS	9954277357	01/26/2024	FIRE DEPT OPEN PO FY23/24	209-1603-43775	188.86
CITY UTILITIES	A-B JAN 2024	01/26/2024	FIRE DEPT CYCLE A&B OPEN P...	209-1603-43780	306.85
Fund 209 - Fire Total:					2,626.79
Fund: 211 - Law Enforce Prot					
INTERNAL SERVICE FUND	12/01/23-12/31/23	01/05/2024	SERVICE MAINT FOR DEPT VEH...	211-2003-47420	242.93
RYAN GIGANTE	12302023	01/05/2024	REIMBURSEMENT FOR MAT ...	211-2003-44607	68.08
THE LINE, LLC	2425	01/05/2024	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	922.17
THE LINE, LLC	2426	01/05/2024	UNIFORM ITEMS FOR OFFICERS	211-2003-44573	638.56

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KAUFMAN'S WEST, LLC	8475L	01/05/2024	SAFARILAND DEFENSE TECHN...	211-2003-44607	5.14
KAUFMAN'S WEST, LLC	8475L	01/05/2024	SAFARILAND DEFENSE TECHN...	211-2003-44613	3,206.86
NM MUNICIPAL LEAGUE	19699	01/11/2024	NEW MEXICO LAW ENFORCE...	211-2003-42535	325.00
DAM AMMO CO	01012024	01/12/2024	TRAINING AMMUNITION	211-2003-44607	1,375.00
DAM AMMO CO	01052024	01/12/2024	TRAINING AMMUNITION	211-2003-44607	1,375.00
THE LINE, LLC	2430	01/12/2024	FLASHLIGHTS FOR OFFICERS	211-2003-44607	268.00
KAUFMAN'S WEST, LLC	8839L	01/12/2024	BLACKINTON LIFE SAVING CO...	211-2003-44607	122.50
AMAZON CAPITAL SERVICES, I...	1NQD-1MFT-7HCF	01/18/2024	FULL FACE RESPIRATOR AND ...	211-2003-44607	81.79
NM DEPT. OF PUBLIC SAFETY ...	2024-A098, 2023-A140, 2024-...	01/18/2024	INSTRUCTOR & ADVANCED P...	211-2003-42535	55.00
THE LINE, LLC	2443	01/18/2024	UNIFORM ITEMS FOR NEW HI...	211-2003-44573	575.15
THE LINE, LLC	2444	01/18/2024	UNIFORM ITEMS FOR OFFICER...	211-2003-44573	127.52
MHQ OF NEW MEXICO	20261	01/22/2024	Patrol Vehicle Upfit - 3 New U...	211-2003-80810	52,999.28
SIRCHIE ACQUISITION CO, LLC	0627177-IN	01/26/2024	EVIDENCE PROCESSING ITEMS ..	211-2003-44607	230.58
AMAZON CAPITAL SERVICES, I...	1X4H-FTP9-D1W4	01/26/2024	PADLOCKS FOR EVIDENCE LO...	211-2003-44607	17.98
LEADERSHIP NEW MEXICO	24LGLP-126, 24LGLP-125	01/26/2024	LOCAL GOVERNMENT LEADER...	211-2003-42535	1,000.00
BLUE TO GOLD, LLC	BTG-LCNM-15386	01/26/2024	TWO DAY OFFICER TRAINING ...	211-2003-42535	394.99
Fund 211 - Law Enforce Prot Total:					64,031.53
Fund: 214 - Lodgers Tax					
GERONIMO TRAIL SCENIC BY...	1224	01/05/2024	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
GERONIMO TRAIL SCENIC BY...	1224-1	01/18/2024	STATEWIDE BROCHURE DISTR...	214-2540-60725	345.33
RUANNA WALDRUM	1406	01/18/2024	WEBSITE AND MULTI-MEDIA ...	214-2540-60725	594.45
SUNNY 505	1697	01/18/2024	ADVERTISING AND MARKETI...	214-2503-47406	25,844.25
GERONIMO TRAIL SCENIC BY...	11123-NOV	01/26/2024	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
GERONIMO TRAIL SCENIC BY...	1224-DEC	01/26/2024	OPEN PO FOR LODGERS TAX S...	214-2540-60725	466.67
MAINSTREET T OR C	2305	01/26/2024	OPEN PO FOR LODGERS TAX S...	214-2540-60725	11,250.00
Fund 214 - Lodgers Tax Total:					39,434.04
Fund: 216 - Muni Street					
INTERNAL SERVICE FUND	12/01/23-12/31/23	01/05/2024	SERVICE MAINT FOR DEPT VEH..	216-4503-47420	76.29
REED'S TIRE CENTER	13313	01/05/2024	10R 17.5 DYNA TRACK	216-4503-47420	630.00
REED'S TIRE CENTER	13313	01/05/2024	11R 22.5 IRON MAN 16PLY	216-4503-47420	760.00
REED'S TIRE CENTER	13788	01/12/2024	FAT ORING	216-4503-47420	18.95
REED'S TIRE CENTER	13788	01/12/2024	LABOR TAX	216-4503-47420	23.81
REED'S TIRE CENTER	13788	01/12/2024	SCRAPER TIRE REPAIR	216-4503-47420	300.00
WEX BANK	94213999-ST	01/12/2024	DIESEL FUEL PURCHASE- OPEN..	216-4503-43317	190.00
SIERRA AUTO/CARQUEST	320225	01/18/2024	OPEN PO FOR DEC AND JANU...	216-4503-47420	117.10
TESTON'S FREEWAY CHEVRON	5612	01/18/2024	GAS/DIESEL FUEL PURCHASES-...	216-4503-43316	494.53
B & H OIL CO.	B7H123123	01/18/2024	RED DIESEL- OPEN PO FY 23/24	216-4503-43316	933.17
SOUTHWEST CONSTRUCTION ...	98285	01/26/2024	PARTS FOR 120G BLADE CIRCL...	216-4503-47420	3,772.99
Fund 216 - Muni Street Total:					7,316.84
Fund: 294 - State Library					
TDS	01182024	01/26/2024	INTERNET SERVICE LIBRARY O...	294-5003-60834	99.95
XEROX CORP.	5248963	01/26/2024	LIBRARY OPEN PO FY23/24	294-5003-43465	26.73
VERIZON WIRELESS	9954277357	01/26/2024	LIBRARY OPEN PO FY23/24	294-5003-43775	168.68
Fund 294 - State Library Total:					295.36
Fund: 295 - Muni Pool					
NEW MEXICO GAS COMPANY, ..	12282023	01/05/2024	SWIMMING POOL OPEN PO F...	295-4803-43780	32.36
CITY UTILITIES	C-D DECEMBER 2023	01/05/2024	POOL CYCLE C&D OPEN PO F...	295-4803-43780	797.67
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	295-4803-41226	40.10
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	295-4803-41226	40.10
XEROX CORP.	5248963	01/26/2024	POOL OPEN PO FY23/24	295-4803-43465	31.19
VERIZON WIRELESS	9954277357	01/26/2024	POOL OPEN PO FY23/24	295-4803-43775	28.82
Fund 295 - Muni Pool Total:					970.24
Fund: 296 - PD GRT					
THE LINE, LLC	2425	01/05/2024	UNIFORM ITEMS FOR OFFICERS	296-2403-44615	88.00
THE LINE, LLC	2426	01/05/2024	UNIFORM ITEMS FOR OFFICERS	296-2403-44615	127.31
LETICIA LOPEZ DBA MD CONS...	10035	01/12/2024	JAG GRANT WRITING SERVICES	296-2403-48598	1,000.00
MOTOROLA SOLUTIONS, INC.	3203050667	01/12/2024	WIFI ACCESS POINT FOR WAT...	296-2403-43999	250.00
MHQ OF NEW MEXICO	20261	01/22/2024	Patrol Vehicle Upfit - 3 New U...	296-2403-44615	2,698.12
MHQ OF NEW MEXICO	20261	01/22/2024	Patrol Vehicle Upfit - 3 New U...	296-2403-80810	2,046.36

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GRAINGER, INC.	9966826647	01/26/2024	FLAMMABLES SAFETY CABINE...	296-2403-44615	520.38
Fund 296 - PD GRT Total:					6,730.17
Fund: 298 - PD Donations					
T OR C SCHOOLS	23241211	01/26/2024	BUS TRANSPORTATION FOR D...	298-2106-45607	36.00
Fund 298 - PD Donations Total:					36.00
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	01172024	01/18/2024	VETERANS WALL OPEN PO FY...	303-4703-43775	52.92
Fund 303 - Vet Wall Total:					52.92
Fund: 360 - NMFA PROJECTS					
WILSON & COMPANY, INC. E...	122935	01/22/2024	ENG SERVICES ROADWAY IMP...	360-7009-80847	2,902.27
SMITHCO CONSTRUCTION INC.	PAY APP 3 PAY APP 4	01/22/2024	COLONIA INFRASTRUCTURE F...	360-7021-80860	98,146.73
Fund 360 - NMFA PROJECTS Total:					101,049.00
Fund: 370 - WATER TRUST BOARD PROJECTS					
WILSON & COMPANY, INC. E...	122940	01/22/2024	ENGINEERING SERVICES CANT...	370-7019-80847	26,649.13
Fund 370 - WATER TRUST BOARD PROJECTS Total:					26,649.13
Fund: 380 - OTHER STATE FUNDED PROJECTS					
WILSON & COMPANY, INC. E...	122750	01/22/2024	ENGINEERING SERVICES DW-4...	380-7002-48598	17,868.80
SMITHCO CONSTRUCTION INC.	PAY APP 3 PAY APP 4	01/22/2024	DRINKING WATER STATE LOAN...	380-7002-80860	189,149.74
WILSON & COMPANY, INC. E...	121279-2, 122126-2	01/26/2024	ENGINEERING SERVICES DW-4...	380-7002-48598	35,194.71
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					242,213.25
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTH...	01012024	01/05/2024	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH...	01012024	01/05/2024	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.71
NEW MEXICO FINANCE AUTH...	01012024	01/05/2024	NMFA LOAN PYMT PPRF 5652	403-1203-12952	8,612.15
NEW MEXICO FINANCE AUTH...	01012024	01/05/2024	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.59
NEW MEXICO FINANCE AUTH...	12312023	01/12/2024	INTEREST & ADMIN FEES FOR ...	403-1203-90925	83.37
Fund 403 - Pledge State Total:					24,135.40
Fund: 501 - Cemetary					
HOT SPRINGS CEMETERY ASS...	01082023	01/12/2024	HOT SPRINGS CEMETERY CON...	501-1803-47415	1,000.00
CITY UTILITIES	A-B JAN 2024	01/26/2024	CEMETERY CYCLE A&B OPEN ...	501-1803-43780	164.49
Fund 501 - Cemetary Total:					1,164.49
Fund: 502 - Util Office - Pool					
BANK OF AMERICA	122523-U	01/05/2024	1 YEAR ADOBE PRO SUBSCRIP...	502-3601-43770	479.76
CITY UTILITIES	C-D DECEMBER 2023	01/05/2024	UTILITY BILLING OFFICE CYCLE...	502-3601-43780	212.49
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	502-3601-41226	193.46
TESTON'S FREEWAY CHEVRON	5611	01/18/2024	UTILITY OFFICE GAS/OIL OPEN...	502-3601-43316	44.24
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	502-3601-41226	193.46
XEROX CORP.	5248963	01/26/2024	UTILITY BILLING OPEN PO FY2...	502-3601-43465	460.37
VERIZON WIRELESS	9954277357	01/26/2024	UTILITY BILLING OPEN PO FY2...	502-3601-43775	192.55
Fund 502 - Util Office - Pool Total:					1,776.33
Fund: 503 - Electric					
INTERNAL SERVICE FUND	12/01/23-12/31/23	01/05/2024	SERVICE MAINT FOR DEPT VEH...	503-3702-47420	40.00
NEW MEXICO GAS COMPANY, ..	12282023	01/05/2024	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	90.10
SILVERSKY, INC.	495115-SI	01/05/2024	OPEN PO FY23/24 ELECTRIC D...	503-3702-43815	125.24
ALTEC INDUSTRIES, INC	51346063	01/05/2024	SHOP SUPPLIES	503-3702-47420	79.16
ALTEC INDUSTRIES, INC	51346063	01/05/2024	TRAVEL TO LOCATION	503-3702-47420	381.84
ALTEC INDUSTRIES, INC	51346063	01/05/2024	DIAGNOSIS-BOOM KNUCKLE ...	503-3702-47420	409.36
CITY UTILITIES	C-D DECEMBER 2023	01/05/2024	ELECTRIC DEPT CYCLE C&D O...	503-3702-43780	5,001.70
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	503-3702-41226	403.80
SIERRA ELECTRIC CO-OP, INC.	01032024, 01082024	01/12/2024	MIMS CITY LIGHTS- OPEN PO ...	503-3702-43780	563.73
SIERRA ELECTRIC CO-OP, INC.	01032024, 01082024	01/12/2024	POWER SERVICES-OPEN PO FY...	503-3702-50795	240,741.68
MARTO ENERGY	010624-01	01/12/2024	SET 50' POLE & PHASE TRANS...	503-3702-47415	41,507.62
TRIPLE H SOLAR, LLC	0356	01/12/2024	ENGINEERING SERVICES- OPEN...	503-3702-48598	1,440.00
KING'S LOCKSMITH	08530	01/12/2024	SPARE KEYS- STORAGE ROOM	503-3702-47420	15.00
KING'S LOCKSMITH	08530	01/12/2024	SPARE KEY, G-78110	503-3702-47420	4.75
SUN VALLEY, INC.	172625/6, 172678/6, 172680/6	01/12/2024	DISCOUNT	503-3702-44607	-31.47
SUN VALLEY, INC.	172625/6, 172678/6, 172680/6	01/12/2024	BLUE ELECTRICAL TAPE	503-3702-44607	8.97

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SUN VALLEY, INC.	172625/6, 172678/6, 172680/6	01/12/2024	1"X15" RATCHET	503-3702-44607	29.99
SUN VALLEY, INC.	172625/6, 172678/6, 172680/6	01/12/2024	RED ELECTRICAL TAPE	503-3702-44607	8.97
SUN VALLEY, INC.	172625/6, 172678/6, 172680/6	01/12/2024	WHITE ELECTRICAL TAPE	503-3702-44607	8.97
SUN VALLEY, INC.	172625/6, 172678/6, 172680/6	01/12/2024	3/8" DR SOCKET SET	503-3702-44607	89.97
SUN VALLEY, INC.	172625/6, 172678/6, 172680/6	01/12/2024	MARKING WAND	503-3702-44607	85.98
SUN VALLEY, INC.	172625/6, 172678/6, 172680/6	01/12/2024	4" CUTOFF WHEEL	503-3702-44607	15.56
SUN VALLEY, INC.	172625/6, 172678/6, 172680/6	01/12/2024	WIRE PULL	503-3702-44607	114.99
SUN VALLEY, INC.	172625/6, 172678/6, 172680/6	01/12/2024	SURVEY STAKE	503-3702-44607	32.98
SUN VALLEY, INC.	172625/6, 172678/6, 172680/6	01/12/2024	65' FISH TAPE	503-3702-44607	52.99
SUN VALLEY, INC.	172625/6, 172678/6, 172680/6	01/12/2024	3/8 DR SOCKET SET	503-3702-44607	179.94
TRI-STATE GENERATION & TR...	304410	01/12/2024	POWER SERVICE- OPEN PO FY...	503-3702-50795	34,489.03
VERIZON WIRELESS	9953298744	01/12/2024	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	52.16
BORDER INTERNATIONAL TRU...	X400102539.01	01/12/2024	ABSORBER SHOCK CAB	503-3702-47420	277.76
BORDER INTERNATIONAL TRU...	X400102539.01	01/12/2024	SPRING AIR CAB	503-3702-47420	248.50
AMAZON CAPITAL SERVICES, I...	1WYD-TQ3R-9DCK, 19H9-937...	01/18/2024	BATTERIES- ELECTRIC	503-3702-44606	37.93
TESTON'S FREEWAY CHEVRON	5615	01/18/2024	GAS/DIESEL FUEL PURCHASES...	503-3702-43316	1,618.43
SIERRA AUTO/CARQUEST	6016-320224	01/18/2024	OIL SEAL	503-3702-47420	70.38
SIERRA AUTO/CARQUEST	6016-320285	01/18/2024	CORE RETURN	503-3702-47420	-22.00
SIERRA AUTO/CARQUEST	6016-320285	01/18/2024	BATTERY	503-3702-47420	186.99
SIERRA AUTO/CARQUEST	6016-320635	01/18/2024	PAINTED ROTOR	503-3702-47420	268.22
SIERRA AUTO/CARQUEST	6016-320635	01/18/2024	PAINTED ROTOR	503-3702-47420	238.84
SIERRA AUTO/CARQUEST	6016-320635	01/18/2024	BRAKE PADS	503-3702-47420	104.70
LANDIS+GYR TECHNOLOGY, I...	90386805	01/18/2024	SaaS MONTHLY FLAT FEE- OP...	503-3702-43770	248.90
WESTERN AREA POWER ADM...	JJPB1798A1223	01/18/2024	BASE DEMAND & BASE ENER...	503-3702-50795	48,302.07
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	503-3702-41226	403.80
TDS	01182024-2	01/26/2024	ELECTRIC DEPT OPEN PO FY 2...	503-3702-43780	600.00
SILVERSKY, INC.	497101-SI	01/26/2024	OPEN PO FY23/24 ELECTRIC D...	503-3702-43815	236.57
XEROX CORP.	5248963	01/26/2024	ELECTRIC DEPT OPEN PO FY23...	503-3702-43465	133.66
WESTERN UNITED ELECTRIC	6104877	01/26/2024	CAP INSULATING 15KVA 200 ...	503-3702-44607	782.34
WESTERN UNITED ELECTRIC	6105552, 6105106	01/26/2024	6184R-70 C-NECK INSUL	503-3702-44607	104.40
WESTERN UNITED ELECTRIC	6105552, 6105106	01/26/2024	HDS047 DE SHOE CLAMP	503-3702-44607	386.60
WESTERN UNITED ELECTRIC	6105552, 6105106	01/26/2024	5358 ANCHOR ROD 3/4 X 8 T...	503-3702-44607	395.60
WESTERN UNITED ELECTRIC	6105552, 6105106	01/26/2024	HDSO-88 DE SHOE CLAMP	503-3702-44607	650.80
WESTERN UNITED ELECTRIC	6105552, 6105106	01/26/2024	CRTK2-C018-D-U-T3-7030-UO...	503-3702-44607	11,084.08
DESERT GRAPHICS INC.	6815	01/26/2024	GO LIGHT WITH WIRELESS RE...	503-3702-47420	599.95
DESERT GRAPHICS INC.	6815	01/26/2024	HANDHELD REMOTE	503-3702-47420	99.95
DESERT GRAPHICS INC.	6815	01/26/2024	SHIPPING	503-3702-47420	25.00
VERIZON WIRELESS	9954277357	01/26/2024	ELECTRIC DEPT OPEN PO FY23...	503-3702-43775	193.34
CITY UTILITIES	A-B JAN 2024	01/26/2024	ELECTRIC DEPT CYCLE A&B OP...	503-3702-43780	267.40
CITY UTILITIES	JAN2024	01/26/2024	ELECTRIC DEPT OPEN PO FY23...	503-3702-43780	24.68
IRBY SUPPLY CO.	S013856963.01	01/26/2024	HAST A10016 HANDLE	503-3702-44607	53.68
IRBY SUPPLY CO.	S013856963.01	01/26/2024	HAST A11000 PRUNING SAW	503-3702-44607	115.32
IRBY SUPPLY CO.	S013856963.01	01/26/2024	HAST A30007 SAW SCABBARD	503-3702-44607	71.74

Fund 503 - Electric Total: 393,752.64

Fund: 504 - Water

INTERNAL SERVICE FUND	12/01/23-12/31/23	01/05/2024	SERVICE MAINT FOR DEPT VEH...	504-3803-47420	20.00
SILVERSKY, INC.	495115-SI	01/05/2024	OPEN PO FY23/24 WATER DE...	504-3803-43815	125.24
SMITHCO CONSTRUCTION INC.	559-23-007	01/05/2024	SYSTEM-WIDE REPAIRS FOR L...	504-3803-47421	4,657.61
STEVE BELL CONSTRUCTION	C18484	01/05/2024	60 YARDS BEDDING	504-3803-44607	71.25
STEVE BELL CONSTRUCTION	C18484	01/05/2024	60 YARDS BASECOURSE	504-3803-44607	90.00
CITY UTILITIES	C-D DECEMBER 2023	01/05/2024	WATER DEPT CYCLE C&D OP...	504-3803-43780	7,623.81
BOOT BARN	INV00323216	01/05/2024	PANTS	504-3803-42620	293.34
BOOT BARN	INV00323217, INV00323218	01/05/2024	PANTS	504-3803-42620	294.05
BOOT BARN	INV00323217, INV00323218	01/05/2024	BOOTS	504-3803-44615	148.49
BAKER UTILITY SUPPLY CORP.	INV317422	01/05/2024	BRASS STRAIGHT CPLG 3/4" - ...	504-3803-44607	507.00
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	504-3803-41226	371.04
TAXATION AND REVENUE	12312023	01/12/2024	WATER CONSERVATION FEE FY...	504-3803-43797	1,262.25
SUN VALLEY, INC.	172579, 172646, 172690, 172...	01/12/2024	FIELD SUPPLIES	504-3803-44607	252.65
FERGUSON US HOLDINGS, INC.	0523340	01/18/2024	FRIEGHT	504-3803-44607	35.00
FERGUSON US HOLDINGS, INC.	0523340	01/18/2024	FIELD SUPPLIES	504-3803-44607	162.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM EDGE	12484	01/18/2024	CPO CLASS AND TESTING FOR ...	504-3803-42720	490.00
TESTON'S FREEWAY CHEVRON	48241, 50506, 50521, 50543, ...	01/18/2024	OPEN PO FOR DIESEL/UNLEA...	504-3803-43316	3,049.97
B & H OIL CO.	55648, 55959	01/18/2024	OPEN PO FOR DIESEL,OIL AND...	504-3803-43316	95.23
SIERRA AUTO/CARQUEST	6016-320275, 6016-320377, 6...	01/18/2024	FIELD SUPPLIES	504-3803-44607	41.53
MORNING STAR SPORTS LLC	64079	01/18/2024	JAMIES EMBROIDERY	504-3803-42620	8.00
MORNING STAR SPORTS LLC	64079	01/18/2024	SADIES EMBROIDERY	504-3803-42620	8.00
BULLOCKS, INC.	7252, 3138, 5345, 8287, 0389,...	01/18/2024	FIELD SUPPLIES	504-3803-44607	38.24
DPC INDUSTRIES, INC.	747002477-23	01/18/2024	CAL-HYPO GRANULAR 100LB ...	504-3803-44607	1,340.00
DPC INDUSTRIES, INC.	747002477-23	01/18/2024	SUPERFUND TAX	504-3803-44607	1.62
DPC INDUSTRIES, INC.	747002477-23	01/18/2024	CHLORINE 150LB CYLINDERS	504-3803-44607	936.00
DPC INDUSTRIES, INC.	747002477-23	01/18/2024	HAZMAT FEE	504-3803-44607	1.00
DPC INDUSTRIES, INC.	747002477-23	01/18/2024	6% FUEL SURCHARGE FOR DEL...	504-3803-44607	136.56
BAKER UTILITY SUPPLY CORP.	FCHRG000000008384, FCHRG...	01/18/2024	OPEN PO FIELD SUPPLIES	504-3803-44607	2,483.83
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	504-3803-41226	371.04
FERGUSON US HOLDINGS, INC.	SC20569	01/18/2024	FIELD SUPPLIES FOR LEAKS	504-3803-44607	17.20
TDS	01182024-2	01/26/2024	WATER DEPT OPEN PO FY 22/...	504-3803-43780	600.00
FERGUSON US HOLDINGS, INC.	0523992	01/26/2024	6 FT MUD CURB & VLC BX CL...	504-3803-44607	246.95
MELLOY BROTHERS INC	254035	01/26/2024	NISSAN KICKS 2024	504-3803-80810	22,579.70
SILVERSKY, INC.	497101-SI	01/26/2024	OPEN PO FY23/24 WATER DE...	504-3803-43815	236.57
VERIZON WIRELESS	9954277357	01/26/2024	WATER DEPT OPEN PO FY23/...	504-3803-43775	222.24
CITY UTILITIES	A-B JAN 2024	01/26/2024	WATER DEPT CYCLE A&B OPEN...	504-3803-43780	734.79
Fund 504 - Water Total:					49,552.20

Fund: 505 - Solid Waste

INTERNAL SERVICE FUND	12/01/23-12/31/23	01/05/2024	SERVICE MAINT FOR DEPT VEH...	505-3904-47420	60.00
NEW MEXICO GAS COMPANY, ..	12282023	01/05/2024	RECYCLE CENTER OPEN PO FY...	505-3904-43780	101.26
AMAZON CAPITAL SERVICES, I...	19RM-XRYM-L6G1	01/05/2024	PENDAFLEX FILE FOLDERS, LE...	505-3904-44606	15.58
AMAZON CAPITAL SERVICES, I...	19RM-XRYM-L6G1	01/05/2024	JOBSITE BOOT SCRBBER 2PACK	505-3904-44606	43.11
AMAZON CAPITAL SERVICES, I...	19RM-XRYM-L6G1	01/05/2024	DIAL PROFESSIONAL BASICS H...	505-3904-44606	62.84
AMAZON CAPITAL SERVICES, I...	19RM-XRYM-L6G1	01/05/2024	SHARPIE S-GEL GIL PENS	505-3904-44606	29.98
SILVERSKY, INC.	495115-SI	01/05/2024	OPEN PO FY23/24 SOLID WAS...	505-3904-43815	125.24
CITY UTILITIES	C-D DECEMBER 2023	01/05/2024	SANITATION DEPT CYCLE C&D...	505-3904-43780	505.76
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	505-3904-41226	542.81
SUN VALLEY, INC.	172807/6	01/12/2024	DISCOUNT	505-3904-44607	-19.00
SUN VALLEY, INC.	172807/6	01/12/2024	770056 EXT FLAT CLEAR BS PA...	505-3904-44607	379.98
NEWGEN STRATEGIES AND SO...	17359	01/12/2024	ADDITIONAL SERVICES,SW RA...	505-3904-48599	13,530.19
AMAZON CAPITAL SERVICES, I...	1WXN-4J3M-WXD3, 1N1H-NL...	01/12/2024	SUPPLIES FOR MEEETING RO...	505-3904-44613	490.06
WEX BANK	94213999	01/12/2024	WEX- DIESEL & GASOLINE	505-3904-43316	4,283.45
PARKHILL SMITH & COOPER	04078823.00-9	01/18/2024	MONITORING WELL REPLACE...	505-3904-48599	10,119.36
PARKHILL SMITH & COOPER	04099623.00-4	01/18/2024	ENVIRONMENTAL LANDFILL ...	505-3904-48599	2,137.70
KING'S LOCKSMITH	08531	01/18/2024	3 COPIYS OF # 1560 KEY	505-3904-44607	22.20
AUTOZONE STORES, LLC	2529206209	01/18/2024	SP-DEF SHOP PRO DEF	505-3904-44607	239.76
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	505-3904-41226	542.82
BORDER INTERNATIONAL TRU...	R400030202.01	01/18/2024	DIAGNOSTICS 12449-G	505-3904-47420	468.25
BORDER INTERNATIONAL TRU...	r400030205.01	01/18/2024	REPAIRS TO 2021 FREIGHTLIN...	505-3904-47420	287.05
BORDER INTERNATIONAL TRU...	X400103034.01, X400101249....	01/18/2024	FAN DRIVE	505-3904-47420	40.00
TDS	01182024-2	01/26/2024	SANITATION	505-3904-43780	600.00
SOUTHWESTERN EQUIPMENT...	043973	01/26/2024	PROXY SWITCH	505-3904-47420	242.71
AMAZON CAPITAL SERVICES, I...	1XLF-H17T-LXPC	01/26/2024	CARHARTT MEN'S HIGH VIS W...	505-3904-44615	849.95
AMAZON CAPITAL SERVICES, I...	1XLF-H17T-LXPC	01/26/2024	CARHARTT MEN'S HIGH VIS W...	505-3904-44615	679.96
AMAZON CAPITAL SERVICES, I...	1XLF-H17T-LXPC	01/26/2024	CARHARTT MEN'S HIGH VIS W...	505-3904-44615	339.98
AMAZON CAPITAL SERVICES, I...	1XLF-H17T-LXPC	01/26/2024	INSULATED THERMAL BIB OV...	505-3904-44615	232.74
RUSTY'S WEIGH SCALES & SER...	240118-1007	01/26/2024	QUARTERLY SCALE CALIBRATI...	505-3904-47420	867.37
SILVERSKY, INC.	497101-SI	01/26/2024	OPEN PO FY23/24 SOLID WAS...	505-3904-43815	236.57
XEROX CORP.	5248963	01/26/2024	SOLID WASTE OPEN PO FY23/...	505-3904-43465	222.76
VERIZON WIRELESS	9954277357	01/26/2024	SANITATION OPEN PO FY23/24	505-3904-43775	166.54
CITY UTILITIES	JAN2024	01/26/2024	SANITATION DEPT OPEN PO F...	505-3904-45601	21,962.24
BORDER INTERNATIONAL TRU...	X400103619.01	01/26/2024	RETURN FREIGHT	505-3904-47420	60.00
Fund 505 - Solid Waste Total:					60,469.22

Fund: 506 - WWTP

COVE ENVIRONMENTAL, LLC	111-5-23	01/05/2024	QUARTERLY WET TEST	506-4005-48598	1,800.00
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INTERNAL SERVICE FUND	12/01/23-12/31/23	01/05/2024	SERVICE MAINT FOR DEPT VEH...	506-4005-47420	45.00
NEW MEXICO GAS COMPANY, ..	12282023	01/05/2024	VACUUM STATION OPEN PO F...	506-4005-43780	31.47
NM WATER & WASTEWATER ...	132024	01/05/2024	ARNULFO CASTANEDA TRAINI...	506-4005-42720	400.00
POLYDYNE, INC.	1795690	01/05/2024	CLARIFLOC C-6266	506-4005-44607	1,935.00
EUROFINS ENVIRONMENTAL ...	2312868	01/05/2024	EPA METHOD 624 VOCS	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	2312868	01/05/2024	EPA METHOD 625 SVOCs	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	2312868	01/05/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	2312868	01/05/2024	TAX ON LABOR 7.875%	506-4005-48598	36.60
EUROFINS ENVIRONMENTAL ...	2312868	01/05/2024	SM5210B-BOD	506-4005-48598	120.00
QUILL CORPORATION	36265242, 36194398	01/05/2024	BUSINESS CARDS FOR SADIE ...	506-4005-44606	38.32
SILVERSKY, INC.	495115-SI	01/05/2024	OPEN PO FY23/24 WASTE WA...	506-4005-43815	125.24
GRAINGER, INC.	9937210210	01/05/2024	SEWAGE PUMP	506-4005-44607	349.60
STEVE BELL CONSTRUCTION	C18484	01/05/2024	60 YARDS BEDDING	506-4005-44607	71.25
STEVE BELL CONSTRUCTION	C18484	01/05/2024	60 YARDS BASECOURSE	506-4005-44607	90.00
CITY UTILITIES	C-D DECEMBER 2023	01/05/2024	WASTE WATER DEPT CYCLE C...	506-4005-43780	7,724.54
USA BLUEBOOK	INV00199666, INV00214872	01/05/2024	FREIGHT	506-4005-44607	32.83
USA BLUEBOOK	INV00199666, INV00214872	01/05/2024	ALGAE BRUSH	506-4005-44607	125.70
USA BLUEBOOK	INV00199666, INV00214872	01/05/2024	SLUDGE AND COMPOST THE...	506-4005-44607	459.40
BOOT BARN	INV00323215	01/05/2024	BOOTS	506-4005-44615	197.99
NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	506-4005-41226	189.65
VILLAGE OF WILLIAMSBURG	12312023	01/12/2024	SEWER RECEIPTS FY 23/24 OP...	506-4005-48798	4,645.21
SUN VALLEY, INC.	172579, 172646, 172690, 172...	01/12/2024	FIELD SUPPLIES	506-4005-44607	252.65
EUROFINS ENVIRONMENTAL ...	2312899	01/12/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
EUROFINS ENVIRONMENTAL ...	2312899	01/12/2024	TAX ON LABOR 7.875%	506-4005-48598	5.34
STEVE BELL CONSTRUCTION	C18486	01/12/2024	SEWER TAP BACKHOE & LABOR	506-4005-47415	3,000.00
STEVE BELL CONSTRUCTION	C18486	01/12/2024	TAX	506-4005-47415	251.25
NM EDGE	12483	01/18/2024	ENROLLMENT FEE	506-4005-42720	50.00
NM EDGE	12483	01/18/2024	CPO CLASS AND TEST FOR SAD...	506-4005-42720	490.00
NM EDGE	12484	01/18/2024	ENROLLMENT FEE	506-4005-42720	50.00
AMAZON CAPITAL SERVICES, I...	13QV-1DKH-P1Q4	01/18/2024	SHIPPING	506-4005-44606	10.65
AMAZON CAPITAL SERVICES, I...	13QV-1DKH-P1Q4	01/18/2024	WEBCAM	506-4005-44606	49.48
AMAZON CAPITAL SERVICES, I...	13QV-1DKH-P1Q4	01/18/2024	HEADSETS	506-4005-44606	55.22
AMAZON CAPITAL SERVICES, I...	1XMG-3C3H-DJ7D	01/18/2024	SPIRAL NOTEBOOK	506-4005-44606	31.98
AMAZON CAPITAL SERVICES, I...	1XMG-3C3H-DJ7D	01/18/2024	SHIPPING	506-4005-44606	11.81
AMAZON CAPITAL SERVICES, I...	1XMG-3C3H-DJ7D	01/18/2024	APPOINTMENT BOOK	506-4005-44606	5.99
MELLOY CHEVROLET	2309B14	01/18/2024	2024 1500 CHEVROLET SILVE...	506-4005-80810	47,494.00
EUROFINS ENVIRONMENTAL ...	2311872-2	01/18/2024	EPA METHOD 625 SVOCs	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	2311872-2	01/18/2024	TAX ON LABOR 7.875%	506-4005-48598	17.16
EUROFINS ENVIRONMENTAL ...	2312C76	01/18/2024	EPA METHOD 624 VOCS	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	2312C76	01/18/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	2312C76	01/18/2024	TAX ON LABOR 7.875%	506-4005-48598	36.60
EUROFINS ENVIRONMENTAL ...	2312C76	01/18/2024	EPA METHOD 625 SVOCs	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	2312C76	01/18/2024	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	2312E22	01/18/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
EUROFINS ENVIRONMENTAL ...	2312E22	01/18/2024	TAX ON LABOR 7.875%	506-4005-48598	5.34
EUROFINS ENVIRONMENTAL ...	2312E84	01/18/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	35.00
EUROFINS ENVIRONMENTAL ...	2312E84	01/18/2024	SM5210B-BOD	506-4005-48598	120.00
EUROFINS ENVIRONMENTAL ...	2312E84	01/18/2024	EPA METHOD 624 VOCS	506-4005-48598	100.00
EUROFINS ENVIRONMENTAL ...	2312E84	01/18/2024	EPA METHOD 625 SVOCs	506-4005-48598	337.50
EUROFINS ENVIRONMENTAL ...	2312E84	01/18/2024	TAX ON LABOR 7.875%	506-4005-48598	45.18
CORTEZ GAS CO.	238154	01/18/2024	PROPANE FOR WWTP	506-4005-43780	322.96
EUROFINS ENVIRONMENTAL ...	2401124	01/18/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
EUROFINS ENVIRONMENTAL ...	2401124	01/18/2024	TAX ON LABOR 7.875%	506-4005-48598	5.34
FOXWORTH-GALBRAITH	2475609	01/18/2024	HAND TRUCK	506-4005-47425	94.99
TESTON'S FREEWAY CHEVRON	50541, 50544, 50548, 50707, ...	01/18/2024	OPEN PO FOR DIESEL/UNLEA...	506-4005-43316	462.74
B & H OIL CO.	55647, 55648, 55959	01/18/2024	OPEN PO FOR DIESEL,OIL AND...	506-4005-43316	56.68
CORTEZ GAS CO.	5833	01/18/2024	PROPANE FOR WWTP	506-4005-43780	43.35
SIERRA AUTO/CARQUEST	6016-320275, 6016-320377, 6...	01/18/2024	FIELD SUPPLIES	506-4005-44607	41.53
MORNING STAR SPORTS LLC	64079	01/18/2024	JAMIES EMBROIDERY	506-4005-42620	8.00
MORNING STAR SPORTS LLC	64079	01/18/2024	SADIES EMBROIDERY	506-4005-42620	8.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BULLOCKS, INC.	7252, 3138, 5345, 8287, 0389,...	01/18/2024	FIELD SUPPLIES	506-4005-44607	38.24
NM RURAL WATER ASSOC.	A1085	01/18/2024	NMRWA 13TH ANNUAL SOUT...	506-4005-42720	220.00
BAKER UTILITY SUPPLY CORP.	FCHRG000000008384, FCHRG...	01/18/2024	OPEN PO FIELD SUPPLIES	506-4005-44607	2,500.00
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	506-4005-41226	189.65
TDS	01182024-2	01/26/2024	WASTE WATER OPEN PO FY 2...	506-4005-43780	600.00
FERGUSON US HOLDINGS, INC.	0524960	01/26/2024	FEILD SUPPLIES	506-4005-44607	1,839.13
AMAZON CAPITAL SERVICES, I...	1TPM-9K7F-NRC6	01/26/2024	OFFICE SUPPLIES	506-4005-44606	124.02
EUROFINS ENVIRONMENTAL ...	2312668	01/26/2024	TAX ON LABOR 7.875%	506-4005-48598	94.55
EUROFINS ENVIRONMENTAL ...	2312668	01/26/2024	EPA METHOD 365.1 TOTAL P...	506-4005-48598	45.00
EUROFINS ENVIRONMENTAL ...	2312668	01/26/2024	EPA METHOD 1664B	506-4005-48598	95.00
EUROFINS ENVIRONMENTAL ...	2312668	01/26/2024	EPA METHOD 625.1 SVOCs	506-4005-48598	225.00
EUROFINS ENVIRONMENTAL ...	2312668	01/26/2024	SM 4500 NORG C TKN	506-4005-48598	875.00
CORTEZ GAS CO.	238846	01/26/2024	PROPANE FOR WWTP	506-4005-43780	176.66
EUROFINS ENVIRONMENTAL ...	2401392	01/26/2024	EPA 200.8 METALS/200.7 ME...	506-4005-48598	70.00
EUROFINS ENVIRONMENTAL ...	2401392	01/26/2024	TAX ON LABOR 7.875%	506-4005-48598	5.34
TERI I CATES DBA TLC PEST C...	31043	01/26/2024	PEST CONTROL	506-4005-47425	357.64
SILVERSKY, INC.	497101-SI	01/26/2024	OPEN PO FY23/24 WASTE WA...	506-4005-43815	236.57
XEROX CORP.	5248963	01/26/2024	WASTE WATER OPEN PO FY23...	506-4005-43465	171.82
VERIZON WIRELESS	9954277357	01/26/2024	WASTE WATER DEPT OPEN PO...	506-4005-43775	407.34
CITY UTILITIES	A-B JAN 2024	01/26/2024	WASTE WATER DEPT CYCLE A...	506-4005-43780	1,741.25
USA BLUEBOOK	INV00251000	01/26/2024	WINTERS LEAD FREE 2.5" GA...	506-4005-44607	53.95
Fund 506 - WWTP Total:					83,257.70

Fund: 508 - Golf Course

NM RETIREE HEALTH CARE	PPE 2023-12-29	01/05/2024	PPE 2023-12-29	508-4303-41226	64.34
SUN VALLEY, INC.	172707/6, 172708/6, 172831/6	01/12/2024	OPEN PO SUN VALLEY FOR M...	508-4303-44607	126.42
SIERRA AUTO/CARQUEST	6016-320144, 6016-320254, 6...	01/18/2024	OPEN PO SIERRA AUTOFOR ...	508-4303-44607	449.90
YAMAHA MOTOR FINANCE C...	829767	01/18/2024	OPEN PO ANNUAL FY 23- 24 Y...	508-4303-43465	903.51
NM RETIREE HEALTH CARE	PPE 2024-01-12	01/18/2024	PPE 2024-01-12	508-4303-41226	120.48
TDS	01182024-2	01/26/2024	GOLF COURSE OPEN PO FY 22...	508-4303-43780	600.00
NM SELF INSURERS FUND	09072023	01/26/2024	GENERAL LIABILITY INSURANCE	508-4303-46732	1,000.00
XEROX CORP.	5248963	01/26/2024	GOLF COURSE OPEN PO FY23/...	508-4303-43465	152.22
MORNING STAR SPORTS LLC	64057	01/26/2024	EMBROIDERY FOR UNIFORM ...	508-4303-42620	501.00
MORNING STAR SPORTS LLC	64111	01/26/2024	EMBROIDERY FOR GOLF SHIR...	508-4303-44607	120.00
VERIZON WIRELESS	9954277357	01/26/2024	GOLF COURSE OPEN PO FY23/...	508-4303-43775	80.59
CITY UTILITIES	A-B JAN 2024	01/26/2024	GOLF COURSE CYCLE A&B OP...	508-4303-43780	1,970.80
Fund 508 - Golf Course Total:					6,089.26

Fund: 509 - Muni Airport

INTERNAL SERVICE FUND	12/01/23-12/31/23	01/05/2024	SERVICE MAINT FOR DEPT VEH...	509-4403-47420	241.25
SIERRA ELECTRIC CO-OP, INC.	2154 DEC 2023	01/05/2024	OPEN PO FOR UTILITIES AT AI...	509-4403-43780	1,004.58
CHAD ROSACKER DBA TECH 45.	1006-DEC	01/12/2024	MONTHLY MANAGMENT FEES...	509-4403-48598	16,500.10
WINDSTREAM CORPORATION	01172024	01/18/2024	AIRPORT OPEN PO FY23/24	509-4403-43775	394.38
QT PETROLEUM ON DEMAND...	0487-SP2024	01/18/2024	BASE NETWORK ACCESS & SU...	509-4403-43770	1,195.00
REED'S TIRE CENTER	13749	01/26/2024	11R 22.5 IRONMAN	509-4403-47420	2,040.00
XEROX CORP.	5248963	01/26/2024	AIRPORT OPEN PO FY23/24	509-4403-43465	53.46
VERIZON WIRELESS	9954277357	01/26/2024	AIRPORT OPEN PO FY23/24	509-4403-43775	124.18
PINNACLE PROPANE	U1300637	01/26/2024	OPEN PO FY 22/23 FOR AIRP...	509-4403-43780	207.56
Fund 509 - Muni Airport Total:					21,760.51

Fund: 600 - Internal Serv

WEX BANK	94213999-FL	01/12/2024	GAS & OIL FY 2023-2024	600-7003-43316	247.84
DESERT GRAPHICS INC.	6812	01/18/2024	CITY DECALS-MULTIPLE DEPTS...	600-7003-44607	533.00
BORDER RECAPPING LLC / B...	24-0143146-003	01/26/2024	MOUNTING PASTE	600-7003-44607	110.88
XEROX CORP.	5248963	01/26/2024	FLEET DEPT OPEN PO FY23/24	600-7003-43465	133.66
LAWSON PRODUCTS, INC	9311174784	01/26/2024	SHOP SUPPLIES	600-7003-44607	1,030.67
BORDER INTERNATIONAL TRU...	X400103145.01	01/26/2024	SAE 15W-40 CK-4 TRUCK OIL	600-7003-44607	1,988.00
BORDER INTERNATIONAL TRU...	X400103145.01	01/26/2024	GROUP 31P BATTERY	600-7003-44607	459.60
BORDER INTERNATIONAL TRU...	X400103145.01	01/26/2024	ES COMPL	600-7003-44607	532.14
BORDER INTERNATIONAL TRU...	X400103145.01	01/26/2024	TRAC HYD FLUID	600-7003-44607	735.22
BORDER INTERNATIONAL TRU...	X400103145.01	01/26/2024	MULTI VEHICLE ATF	600-7003-44607	246.88

EOM AP REPORT

Payment Dates: 1/1/2024 - 1/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BORDER INTERNATIONAL TRU...	X400103145.01	01/26/2024	SAE 10W 30	600-7003-44607	1,050.00
				Fund 600 - Internal Serv Total:	7,067.89
				Grand Total:	1,375,815.53

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	233,824.62
201 - Corrections	1,560.00
209 - Fire	2,626.79
211 - Law Enforce Prot	64,031.53
214 - Lodgers Tax	39,434.04
216 - Muni Street	7,316.84
294 - State Library	295.36
295 - Muni Pool	970.24
296 - PD GRT	6,730.17
298 - PD Donations	36.00
303 - Vet Wall	52.92
360 - NMFA PROJECTS	101,049.00
370 - WATER TRUST BOARD PROJECTS	26,649.13
380 - OTHER STATE FUNDED PROJECTS	242,213.25
403 - Pledge State	24,135.40
501 - Cemetary	1,164.49
502 - Util Office - Pool	1,776.33
503 - Electric	393,752.64
504 - Water	49,552.20
505 - Solid Waste	60,469.22
506 - WWTP	83,257.70
508 - Golf Course	6,089.26
509 - Muni Airport	21,760.51
600 - Internal Serv	7,067.89
Grand Total:	1,375,815.53

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER...	6,701.46
101-1000-60725	GRANTS TO SUB-RECIPI...	12,000.00
101-1001-41226	RETIREE INSURANCE	312.92
101-1001-43465	RENT OF EQUIPMENT	297.01
101-1001-43740	PRINTING/PUBLISHING	5,381.78
101-1001-43770	SUBSCRIPTION & DUES	8,100.00
101-1001-43775	TELEPHONE	279.22
101-1001-44606	OFFICE SUPPLIES	989.02
101-1001-47410	MAINTENANCE CONTRA...	2,896.77
101-1002-41226	RETIREE INSURANCE	87.74
101-1002-43775	TELEPHONE	196.08
101-1002-44606	OFFICE SUPPLIES	246.53
101-1002-48598	PROFESSIONAL SERVICES	911.40
101-1003-41226	RETIREE INSURANCE	311.42
101-1003-43465	RENT OF EQUIPMENT	282.16
101-1003-43740	PRINTING/PUBLISHING	528.34
101-1003-43775	TELEPHONE	241.95
101-1003-44606	OFFICE SUPPLIES	57.69
101-1004-41226	RETIREE INSURANCE	493.72
101-1004-43465	RENT OF EQUIPMENT	514.87
101-1004-43740	PRINTING/PUBLISHING	2,464.81
101-1004-43775	TELEPHONE	251.72
101-1004-44606	OFFICE SUPPLIES	441.25
101-1004-48599	OTHER CONTRACTUAL S...	243.15
101-1006-41226	RETIREE INSURANCE	246.24
101-1006-43775	TELEPHONE	110.49
101-1006-44606	OFFICE SUPPLIES	11.98
101-1006-44615	SAFETY EQUIPMENT	199.44
101-1006-48598	PROFESSIONAL SERVICES	2,030.56

Account Summary

Account Number	Account Name	Payment Amount
101-1007-41226	RETIREE INSURANCE	2,663.94
101-1007-42720	EMPLOYEE TRAINING-P...	279.00
101-1007-43316	GAS & OIL	5,092.11
101-1007-43465	RENT OF EQUIPMENT	311.86
101-1007-43740	PRINTING/PUBLISHING	183.01
101-1007-43775	TELEPHONE	1,921.73
101-1007-43815	SOFTWARE	110.00
101-1007-44606	OFFICE SUPPLIES	278.59
101-1007-44613	NON-CAPITAL ITEMS	12,946.81
101-1007-47420	MAINTENANCE VEHICLE...	15,545.08
101-1007-48598	PROFESSIONAL SERVICES	986.12
101-1007-48599	OTHER CONTRACTUAL S...	59,656.50
101-1008-41226	RETIREE INSURANCE	81.69
101-1008-43316	GAS & OIL	163.83
101-1008-43775	TELEPHONE	249.89
101-1008-44606	OFFICE SUPPLIES	97.28
101-1009-41226	RETIREE INSURANCE	128.60
101-1009-43316	GAS & OIL	464.04
101-1009-43465	RENT OF EQUIPMENT	2,100.48
101-1009-43775	TELEPHONE	145.81
101-1009-44607	FIELD SUPPLIES-MUNI R...	336.70
101-1009-47415	MAINTENANCE--REPAIRS..	900.00
101-1009-47420	MAINTENANCE VEHICLE...	68.36
101-1010-41226	RETIREE INSURANCE	197.38
101-1010-43775	TELEPHONE	93.92
101-1010-48598	PROFESSIONAL SERVICES	7,933.95
101-1011-41226	RETIREE INSURANCE	568.18
101-1011-43775	TELEPHONE	152.27
101-1012-41226	RETIREE INSURANCE	248.64
101-1012-43775	TELEPHONE	86.46
101-1012-44607	FIELD SUPPLIES-FLEET M...	604.59
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	GAS & OIL	174.05
101-1014-41226	RETIREE INSURANCE	420.86
101-1014-43316	GAS & OIL	680.51
101-1014-43403	REGULAR BUILDING MA...	1,075.24
101-1014-43465	RENT OF EQUIPMENT	37.12
101-1014-43775	TELEPHONE	123.24
101-1014-44607	FIELD SUPPLIES-FACILITY...	1,462.81
101-1014-47410	MAINTENANCE CONTRA...	53.82
101-1014-47420	MAINTENANCE-VEHICLE...	399.79
101-1016-41226	RETIREE INSURANCE	399.60
101-1017-48599	OTHER CONTRACTUAL S...	44,058.89
101-1018-43780	UTILITIES	18,025.53
101-1018-43815	SOFTWARE LIC/SOFTWA...	4,703.52
101-1018-46732	GENERAL LIABILITY INSU...	56.50
101-1040-43465	RENT OF EQUIPMENT	297.00
101-1099-34343	ANIMAL POUND FEES	25.00
101-1099-34348	RENT OF PUBLIC FACILIT...	250.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	130.00
201-1903-48710	CARE OF PRISONERS-CO...	1,430.00
209-1603-43316	GAS & OIL	49.37
209-1603-43465	RENT OF EQUIPMENT	334.14
209-1603-43775	TELEPHONE	244.83
209-1603-43780	UTILITIES	1,201.89
209-1603-47415	MAINTENANCE--REPAIRS..	471.43
209-1603-47420	MAINTENANCE VEHICLE...	325.13
211-2003-42535	EMPLOYEE TRAINING	1,774.99

Account Summary

Account Number	Account Name	Payment Amount
211-2003-44573	UNIFORM & EQUIPMENT	2,263.40
211-2003-44607	FIELD SUPPLIES	3,544.07
211-2003-44613	NON-CAPITAL ITEMS	3,206.86
211-2003-47420	MAINTENANCE-VEHICLE...	242.93
211-2003-80810	OTHER CAPITAL EQUIPM...	52,999.28
214-2503-47406	PROMOTIONAL/ADVERT...	25,844.25
214-2540-60725	GRANTS TO SUB-RECIPI...	13,589.79
216-4503-43316	GAS & OIL	1,427.70
216-4503-43317	DIESEL FUEL-STREET MA...	190.00
216-4503-47420	MAINT.VEHICLE/FURN/...	5,699.14
294-5003-43465	RENT OF EQUIPMENT	26.73
294-5003-43775	TELEPHONE	168.68
294-5003-60834	STATE LIBRARY GRANT-S...	99.95
295-4803-41226	RETIREE INSURANCE	80.20
295-4803-43465	RENT OF EQUIPMENT	31.19
295-4803-43775	TELEPHONE	28.82
295-4803-43780	UTILITIES-MUNI POOL	830.03
296-2403-43999	OPERATING COSTS	250.00
296-2403-44615	SAFETY EQUIPMENT	3,433.81
296-2403-48598	PROFESSIONAL SERVICES	1,000.00
296-2403-80810	OTHER CAPITAL EQUIPM...	2,046.36
298-2106-45607	DARE PROGRAM EXPEN...	36.00
303-4703-43775	TELEPHONE	52.92
360-7009-80847	ROADWAYS/BRIDGES	2,902.27
360-7021-80860	INFRASTRUCTURE	98,146.73
370-7019-80847	ROADWAYS AND BRIDG...	26,649.13
380-7002-48598	PROFESSIONAL SERVICES	53,063.51
380-7002-80860	INFRASTRUCTURE	189,149.74
403-1203-12918	CWPA PPRF-2613 TORC ...	690.58
403-1203-12919	CWPA PPRF-2737 TORC ...	7,598.71
403-1203-12952	PPRF-5652 ELECTRIC TR...	8,612.15
403-1203-12967	PPRF-4967 OPERATING	7,150.59
403-1203-90925	COMMITMENTS & OTHE...	83.37
501-1803-43780	UTILITIES	164.49
501-1803-47415	MAINTENANCE--REPAIRS..	1,000.00
502-3601-41226	RETIREE INSURANCE	386.92
502-3601-43316	GAS & OIL	44.24
502-3601-43465	RENT OF EQUIPMENT	460.37
502-3601-43770	SUBSCRIPTIONS & DUES	479.76
502-3601-43775	TELEPHONE	192.55
502-3601-43780	UTILITIES	212.49
503-3702-41226	RETIREE INSURANCE	807.60
503-3702-43316	GAS & OIL	1,618.43
503-3702-43465	RENT OF EQUIPMENT	133.66
503-3702-43770	SUBSCRIPTION & DUES	248.90
503-3702-43775	TELEPHONE	245.50
503-3702-43780	UTILITIES	6,547.61
503-3702-43815	SOFTWARE LIC/SOFTWA...	361.81
503-3702-44606	OFFICE SUPPLIES	37.93
503-3702-44607	FIELD SUPPLIES	14,242.40
503-3702-47415	MAINTENANCE--REPAIRS..	41,507.62
503-3702-47420	MAINTENANCE-VEHICLE...	3,028.40
503-3702-48598	PROFESSIONAL SERVICES	1,440.00
503-3702-50795	WHOLESALE POWER CO...	323,532.78
504-3803-41226	RETIREE INSURANCE	742.08
504-3803-42620	UNIFORM/LINEN-WATER..	603.39
504-3803-42720	EMPLOYEE TRAINING-W...	490.00
504-3803-43316	GAS & OIL	3,145.20

Account Summary

Account Number	Account Name	Payment Amount
504-3803-43775	TELEPHONE	222.24
504-3803-43780	UTILITIES	8,958.60
504-3803-43797	WATER CONSERVATION...	1,262.25
504-3803-43815	SOFTWARE LIC/SOFTWA...	361.81
504-3803-44607	FIELD SUPPLIES-WATER ...	6,360.83
504-3803-44615	SAFETY EQUIPMENT	148.49
504-3803-47420	MAINTENANCE-VEHICLE...	20.00
504-3803-47421	MAINTENANCE EQUIPM...	4,657.61
504-3803-80810	OTHER CAPITAL EQUIPM...	22,579.70
505-3904-41226	RETIREE INSURANCE	1,085.63
505-3904-43316	GAS & OIL	4,283.45
505-3904-43465	RENT OF EQUIPMENT	222.76
505-3904-43775	TELEPHONE	166.54
505-3904-43780	UTILITIES	1,207.02
505-3904-43815	SOFTWARE LIC/SOFTWA...	361.81
505-3904-44606	OFFICE SUPPLIES	151.51
505-3904-44607	FIELD SUPPLIES-SOLID ...	622.94
505-3904-44613	NON-CAPITAL ITEMS	490.06
505-3904-44615	SAFETY EQUIPMENT	2,102.63
505-3904-45601	WASTE DISPOSAL	21,962.24
505-3904-47420	MAINTENANCE-VEHICLE...	2,025.38
505-3904-48599	OTHER CONTRACTUAL S...	25,787.25
506-4005-41226	RETIREE INSURANCE	379.30
506-4005-42620	UNIFORM/LINEN-WAST...	16.00
506-4005-42720	EMPLOYEE TRAINING-W...	1,210.00
506-4005-43316	GAS & OIL	519.42
506-4005-43465	RENT OF EQUIPMENT	171.82
506-4005-43775	TELEPHONE	407.34
506-4005-43780	UTILITIES	10,640.23
506-4005-43815	SOFTWARE LIC/SOFTWA...	361.81
506-4005-44606	OFFICE SUPPLIES	327.47
506-4005-44607	FIELD SUPPLIES-WASTE...	7,789.28
506-4005-44615	SAFETY EQUIPMENT	197.99
506-4005-47415	MAINTENANCE--REPAIRS..	3,251.25
506-4005-47420	MAINTENANCE-VEHICLE...	45.00
506-4005-47425	OTHER MAINTENANCE-...	452.63
506-4005-48598	PROFESSIONAL SERVICES	5,348.95
506-4005-48798	VILLAGE OF WILLIAMSB...	4,645.21
506-4005-80810	OTHER CAPITAL EQUIPM...	47,494.00
508-4303-41226	RETIREE INSURANCE	184.82
508-4303-42620	UNIFORMS/LINEN	501.00
508-4303-43465	RENT OF EQUIPMENT	1,055.73
508-4303-43775	TELEPHONE	80.59
508-4303-43780	UTILITIES	2,570.80
508-4303-44607	FIELD SUPPLIES	696.32
508-4303-46732	GENERAL LIABILITY INSU...	1,000.00
509-4403-43465	RENT OF EQUIPMENT	53.46
509-4403-43770	SUBSCRIPTION & DUES	1,195.00
509-4403-43775	TELEPHONE	518.56
509-4403-43780	UTILITIES	1,212.14
509-4403-47420	MAINTENANCE VEH/EQU..	2,281.25
509-4403-48598	PROFESSIONAL SERVICES	16,500.10
600-7003-43316	GAS & OIL	247.84
600-7003-43465	RENT OF EQUIPMENT	133.66
600-7003-44607	FIELD SUPPLIES	6,686.39
Grand Total:		1,375,815.53

Project Account Summary

Project Account Key	Payment Amount
None	<u>1,375,815.53</u>
Grand Total:	1,375,815.53



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: F.5

SUBJECT: Take Home Vehicle Forms

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: February 7, 2024

SUBMITTED BY: Angela A. Torres

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle requests are for various departments.

Recommendation:

Approve take home vehicle forms.

Attachments:

- Take-home vehicle forms

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-14-2024



Take Home Vehicle Authorization Request

Employee: Phillip Nunez Department: Parks

Position Title: Park Maintenance Worker 1 Commute Miles/Day: 1

Employee Address: 128 Hyde Ave. T or C, NM 87901

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

☐ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.

☒ **On-call Status:** Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.

☒ **Other:** explain: Opening and closing facilities during the week and on weekends

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

Phillip Nunez
Employee's Signature

2-6-24
Date

Rolf Hechler
Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date



Take Home Vehicle Authorization Request

Employee: Isaiah Mallard Department: Water/Wastewater

Position Title: General Laborer Commute Miles/Day: _____

Employee Address: 8th W 5th Ave Tarc NM 87901

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

☐ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.

☒ **On-call Status:** Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.

☐ **Other:** explain _____

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

[Signature]
Employee's Signature

2-6-24
Date

[Signature]
Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date

Best

6 min

57 min

57 min

17 min

1595 Animal Shelter Rd, Truth or Conseq

861 W 5th Ave, Truth or Consequences, N

Add destination

- Leave now

Options
- Send directions to your phone
- via S Broadway St

Fastest route now due to traffic conditions

Details

via S Broadway St

57 min

2.5 miles

Explore nearby 861 W 5th Ave

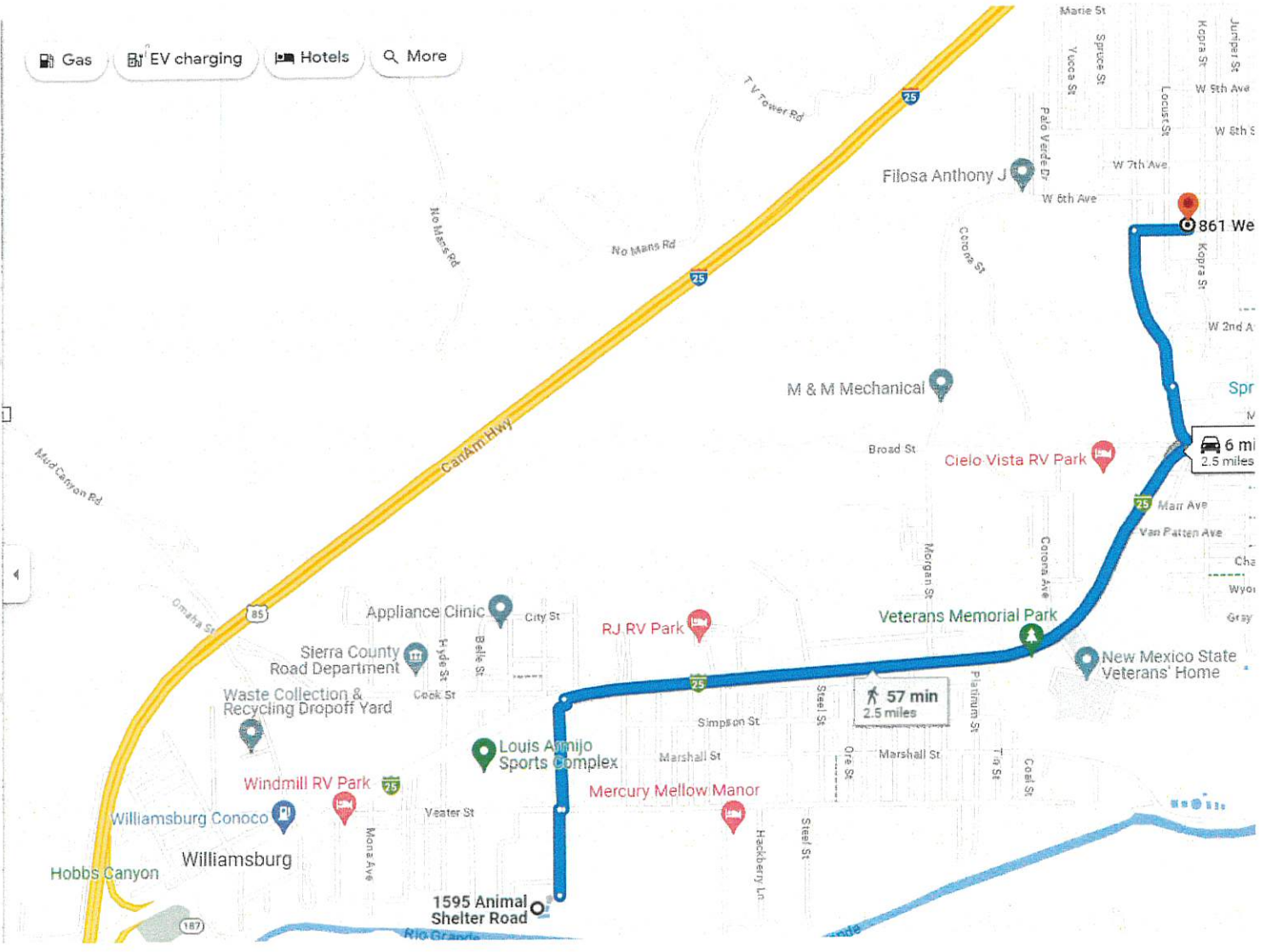
Restaurants

Hotels

Gas stations

Parking Lots

More





Take Home Vehicle Authorization Request

Employee: Patrick Loreall Department: Water/Wastewater

Position Title: General Laborer Commute Miles/Day: _____

Employee Address: 501 E. 15th Ave #7 TOL NM 87901

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

☐ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.

☒ **On-call Status:** Employee is on- call and responds to public safety or health emergencies occurring after normal work hours and on weekends.

☐ **Other:** explain _____

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

Patrick Loreall
Employee's Signature

2/6/24
Date

Department Director Signature

☐ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date

Best

7 min

1 hr 4

15 min

1595 Animal Shelter Rd, Truth or Consequences

501 E 1st Ave #7, Truth or Consequences

Add destination

Leave now

Options

Send directions to your phone

via S Broadway St

Fastest route now due to traffic conditions

7 min

2.9 miles

Details

Explore nearby 501 E 1st Ave #7

Restaurants

Hotels

Gas stations

Parking Lots

More

The map displays a route starting from 1595 Animal Shelter Rd and ending at 501 E 1st Ave #7. The route is highlighted in blue and follows a path that includes S Broadway St, S 1st St, and S 2nd St. The route passes through the Rio Grande and includes landmarks such as Veterans Memorial Park, New Mexico State Veterans' Home, and the Geronimo Springs Museum. The map also shows various streets, including W 5th Ave, W 4th St, W 3rd Ave, W 2nd Ave, W 1st Ave, and E 5th Ave. Other points of interest include the Truth or Consequences Laundromat on Third, the Truth or Consequences RV Park, and the Truth or Consequences RV Park. The map also shows the location of the Truth or Consequences RV Park and the Truth or Consequences RV Park. The map also shows the location of the Truth or Consequences RV Park and the Truth or Consequences RV Park.



Take Home Vehicle Authorization Request

Employee: Tim Hanna Department: Water/Wastewater

Position Title: General Laborer Commute Miles/Day: _____

Employee Address: 81 Las Palamos Rd Willimaburg nm 87942

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

☐ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.

☒ **On-call Status:** Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.

☐ **Other:** explain _____

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Employee's Signature

2-4-24
Date


Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date

- Best 11 min
- 2 hr 4
- 33 min

1595 Animal Shelter Rd, Truth or Conseq

81 N Las Palomas Rd, Williamsburg, NM

Add destination

Leave now

Options

Send directions to your phone

via NM-187 S 11 min 6.3 miles

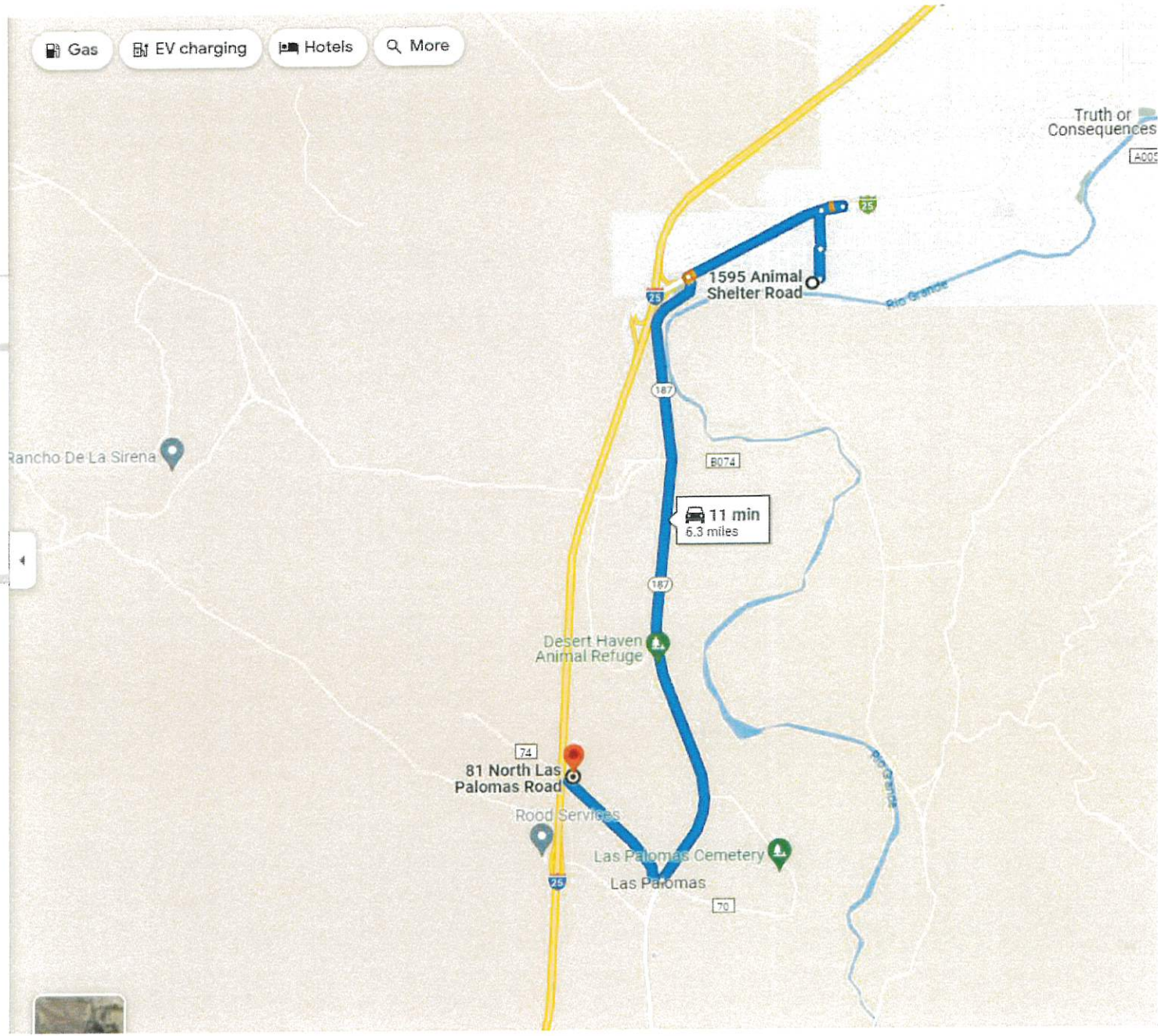
Fastest route now due to traffic conditions

Details

Explore nearby 81 N Las Palomas Rd

- Restaurants
- Hotels
- Gas stations
- Parking Lots
- More

- Gas
- EV charging
- Hotels
- More





Take Home Vehicle Authorization Request

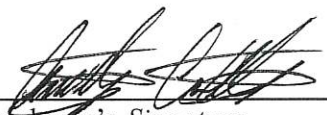
Employee: Anthony Collister Department: Water/Wastewater
Position Title: General Laborer Commute Miles/Day: 3.4 miles
Employee Address: 211. W. Silver St.

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

- ☐ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.
- ☒ **On-call Status:** Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.
- ☐ **Other:** explain _____

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.


Employee's Signature

1-30-24
Date


Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date

Best 6 min 1 hr 14 18 min

1595 Animal Shelter Rd, Truth or Consequences, NM

211 N Silver St, Truth or Consequences, NM

Add destination

Leave now

Options

Send directions to your phone

via S Broadway St

Fastest route now due to traffic conditions

8 min

3.4 miles

Details

Explore nearby 211 N Silver St



Restaurants



Hotels



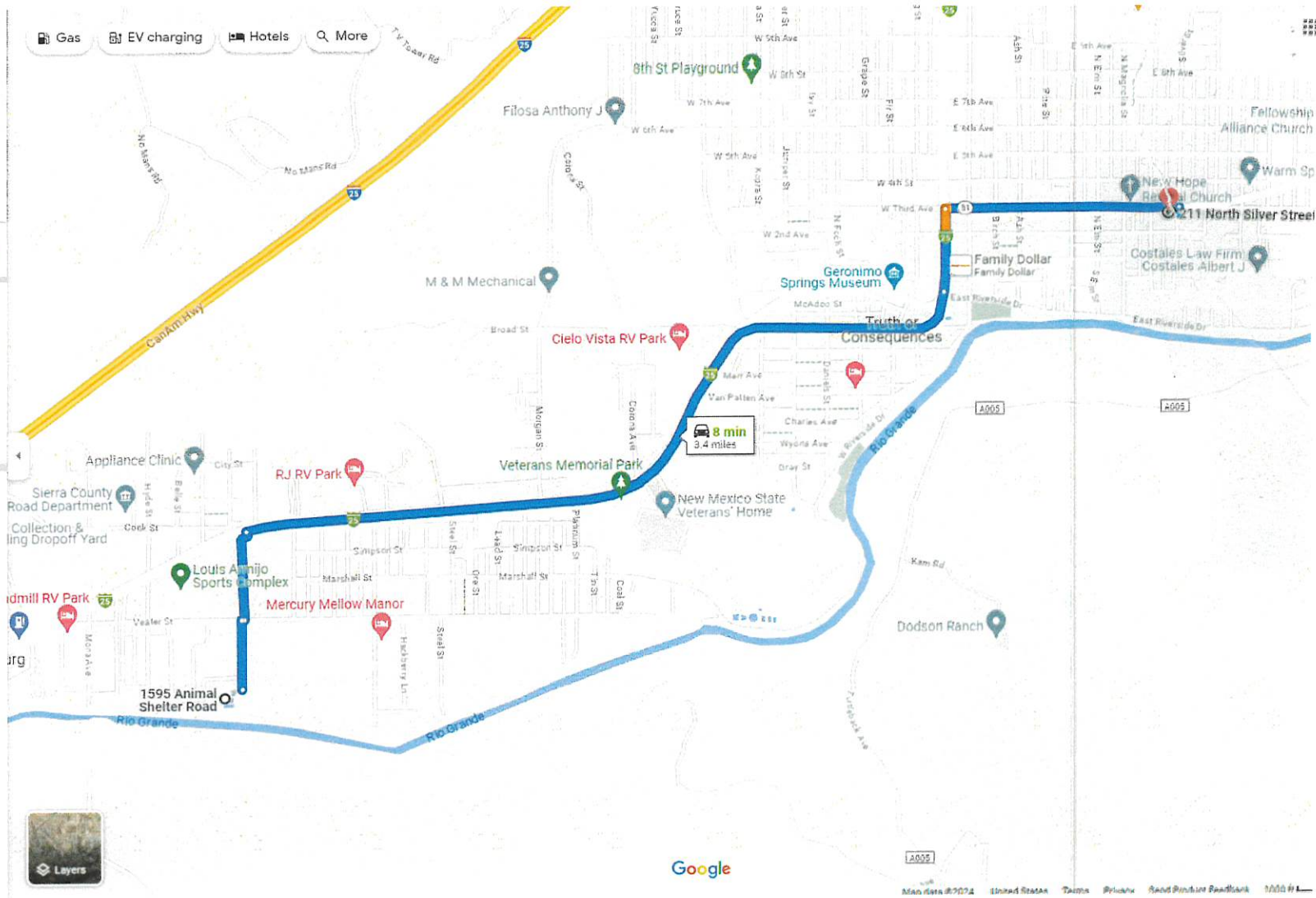
Gas stations



Parking Lots



More





Take Home Vehicle Authorization Request

Employee: Justin Armijo Department: Water

Position Title: Water Production Foreman Commute Miles/Day: 12 miles

Employee Address: 4 El Torito Lane Williamsburg NM 87942

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

☒ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.

☒ **On-call Status:** Employee is on- call and responds to public safety or health emergencies occurring after normal work hours and on weekends.

☐ **Other:** explain _____

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

Employee's Signature

1-30-24

Date

Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date



Saved



Recents



El Torito
10 min



Truth or
Consequences



El Torito
Ln



Best



10 min



—



1 hr 59



31 min



—



1595 Animal Shelter Rd, Truth or Consequences, NM



4 El Torito Ln, Williamsburg, NM 87942



Add destination

Leave now

Options



Send directions to your phone



via NM-187 S

10 min

Fastest route now, avoids road closure on Broadway

6.1 miles

Details

Explore nearby 4 El Torito Ln



Restaurants



Hotels



Gas stations



Parking Lots



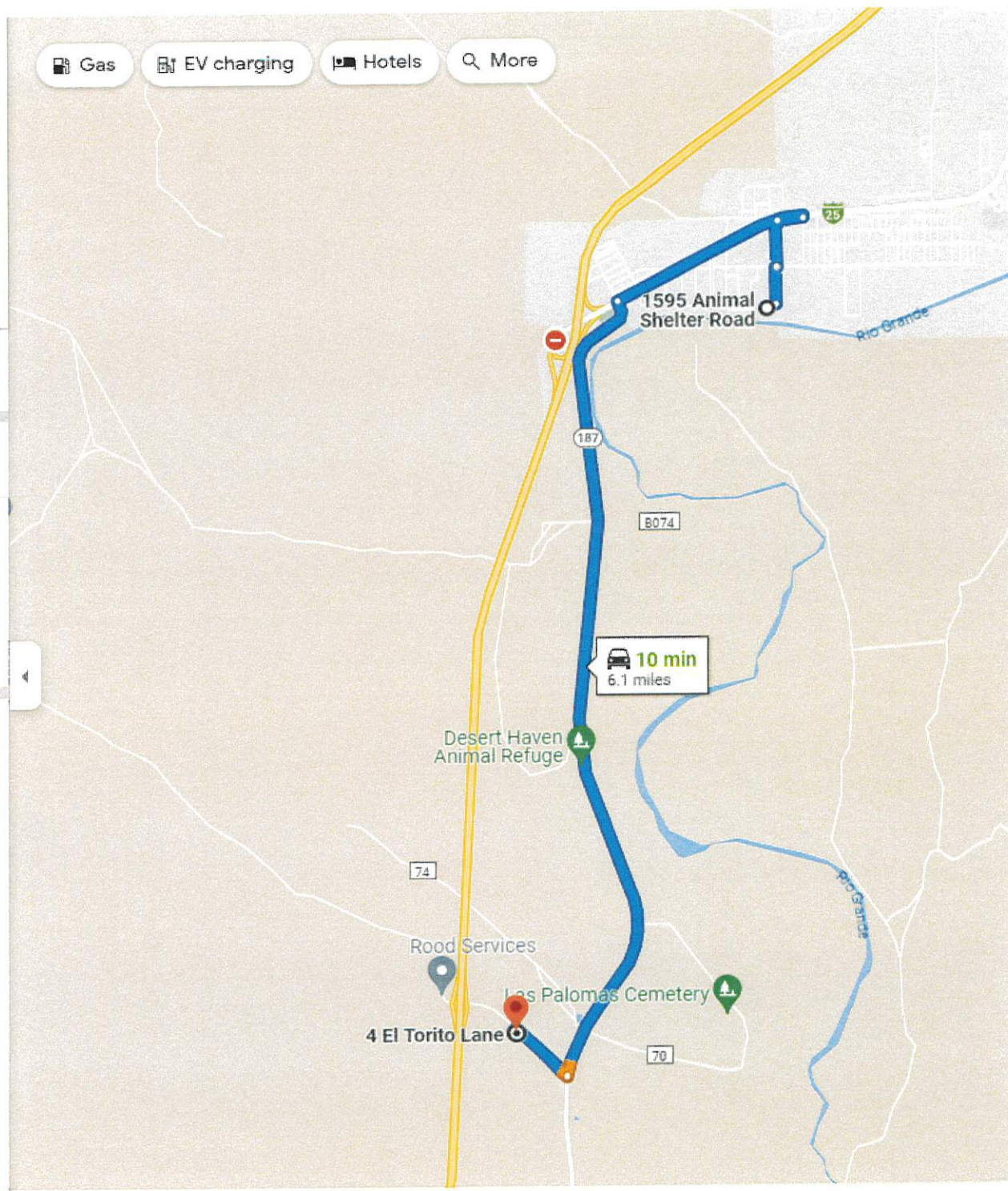
More

Gas

EV charging

Hotels

More





Take Home Vehicle Authorization Request

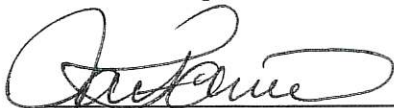
Employee: Jamie Foreman Department: Waste/Waterwaste
Position Title: Regulatory and Compliance Spec Commute Miles/Day: 20.2
Employee Address: Lo Pato Rd. Williamsburg, Nm 87942

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

- ☐ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.
- ☐ **On-call Status:** Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.
- ☒ **Other:** explain Testing and other duties.

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.


Employee's Signature

1/30/24
Date


Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date

Best 18 min 3 hr 47 50 min

1595 Animal Shelter Rd, Truth or Consec
6 Pato Rd, Williamsburg, NM 87942

Add destination

Leave now

Options

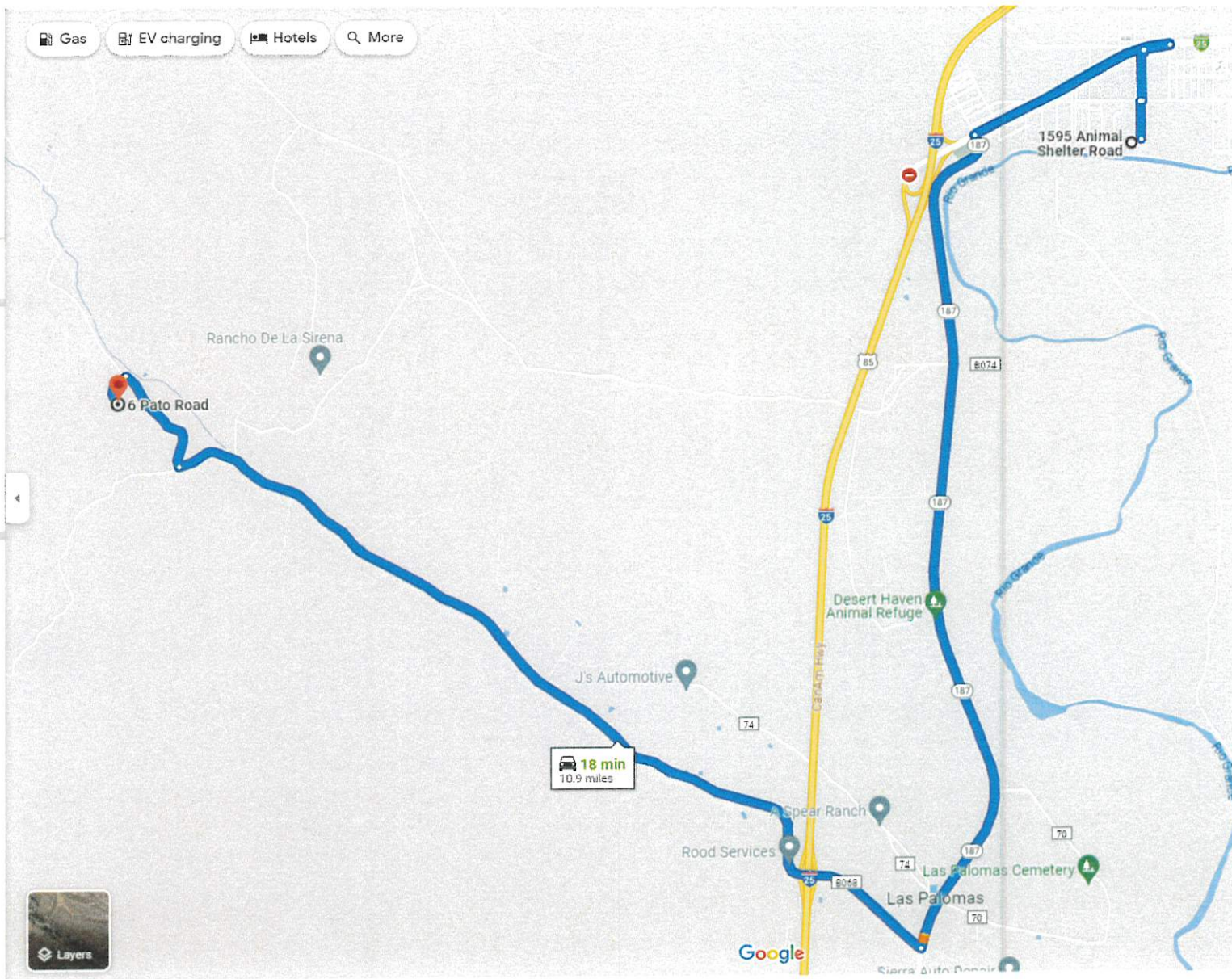
Send directions to your phone

via NM-187 S and Las Palomas
Cyn Rd 18 min
10.9 miles
Fastest route now, avoids road closure on
Broadway

Details

Explore nearby 6 Pato Rd

Restaurants Hotels Gas stations Parking Lots More





Take Home Vehicle Authorization Request

Employee: ARNIE CASTANEDA Department: W / WW

Position Title: DIRECTOR Commute Miles/Day: 3.4 miles

Employee Address: 685 Mario st.

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

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- ☐ **On-call Status:** Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.
- ☐ **Other:** explain _____

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

[Signature]
Employee's Signature

1/30/24
Date

[Signature]
Department Director Signature

☒ Approved ☐ Denied

Commission

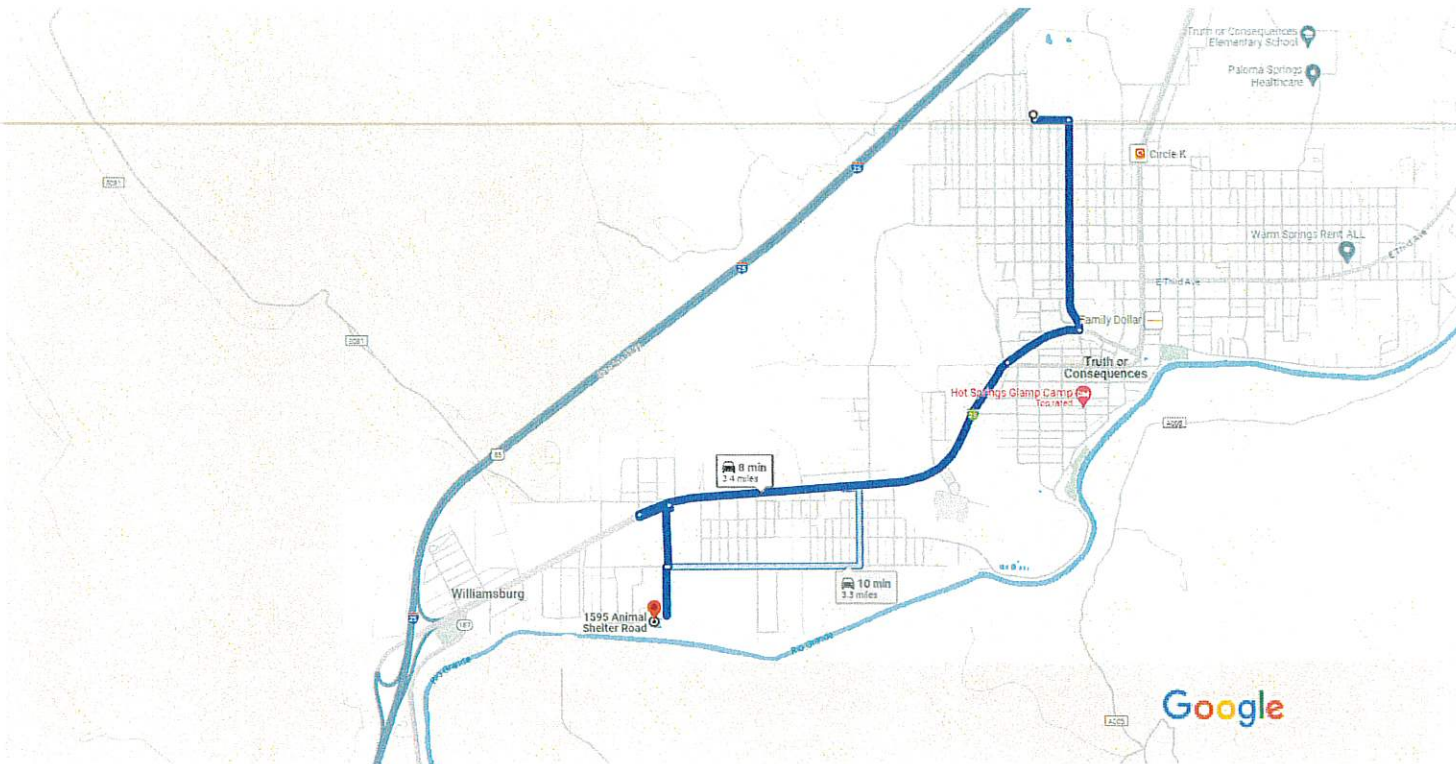
☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date

685 Marie Street, Truth or Consequences, NM to 1595 Animal Shelter Rd Drive 3.4 miles, 8 min



Map data ©2024 1000 ft

-  **via N Broadway St** **8 min**
Fastest route now due to traffic conditions **3.4 miles**
-  **via N Foch St and N Broadway St** **10 min**
3.3 miles

Explore nearby 1595 Animal Shelter Rd

-  Restaurants
-  Hotels
-  Gas stations
-  Parking Lots
-  Less

-  Banks
-  Bars
-  Coffee
-  Groceries



Take Home Vehicle Authorization Request

Employee: Sal Martinez Department: Water/Wastewater

Position Title: Wastewater Supervisor Commute Miles/Day: _____

Employee Address: Hwy Hc-31 Space #11 Caballero NM 87931

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

- ☐ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.
- ☒ **On-call Status:** Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.
- ☐ **Other:** explain _____

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

Sal Martinez
Employee's Signature

11/31/24
Date

[Signature]
Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date

Best 17 min 4 hr 44 1 hr 12

1595 Animal Shelter Rd, Truth or Consequences

Lakeview RV Park, HC 31, Box 105, Caballo

Add destination

Leave now

Options

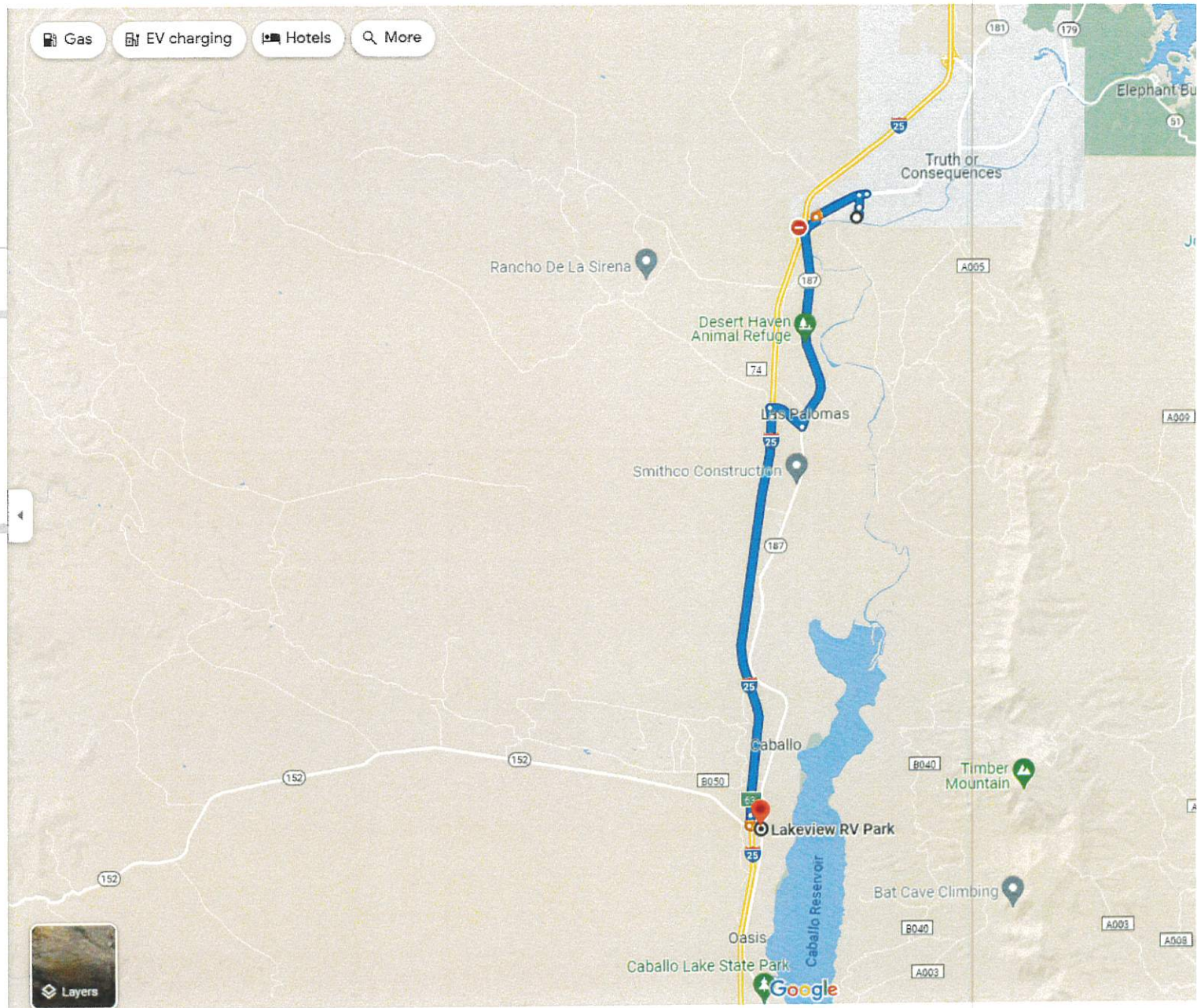
Send directions to your phone

via NM-187 S and I-25 S 17 min
Fastest route now, avoids road closure on Broadway 14.3 miles

Details

Explore nearby Lakeview RV Park

Restaurants Hotels Gas stations Parking Lots More





Take Home Vehicle Authorization Request

Employee: Rene Loera Department: Water/Wastewater
Position Title: General Laborer Commute Miles/Day: _____
Employee Address: 175 W 7th St

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

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- ☒ **On-call Status:** Employee is on- call and responds to public safety or health emergencies occurring after normal work hours and on weekends.
- ☐ **Other:** explain _____

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

Rene Loera
Employee's Signature

1-31-24
Date

[Signature]
Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date

Best

7 min

1 hr 6

18 min

1595 Animal Shelter Rd, Truth or Consequences, NM

175 W 7th Ave, Truth or Consequences, NM

Add destination

Leave now

Options

Send directions to your phone

via S Broadway St

Fastest route now due to traffic conditions

Details

via S Broadway St and S Foch St

Explore nearby 175 W 7th Ave

Restaurants

Hotels

Gas stations

Parking Lots

More

Layers

Google

Map data ©2024 United States Terms Privacy

A Google Maps interface showing two travel routes between two locations in Truth or Consequences, NM. The starting point is 1595 Animal Shelter Rd, and the destination is 175 W 7th Ave. The map displays a yellow route via S Broadway St, which is the fastest at 7 minutes for 3.1 miles. A second, blue route via S Broadway St and S Foch St is also shown, taking 8 minutes for the same distance. The map includes various landmarks such as the Geronimo Springs Museum, Veterans Memorial Park, and the Rio Grande. The interface also features a sidebar with navigation options like 'Best', '7 min', '1 hr 6', and '18 min', and a bottom section for exploring nearby points of interest like restaurants, hotels, and gas stations.



Take Home Vehicle Authorization Request

Employee: Nathan Caleb Camerer Department: Water/Waste Water

Position Title: Laborer Commute Miles/Day: _____

Employee Address: 418 Warm Springs Blvd. Elephant Butte NM

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

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☐ **Other:** explain _____

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Employee's Signature

1-30-24

Date

Department Director Signature

☐ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date

Best

13 min

2 hr 31

43 min

1595 Animal Shelter Rd, Truth or Consequences

418 Warm Springs Blvd, Elephant Butte, NM

Add destination

Leave now

Options

Send directions to your phone

via S Broadway St

Fastest route now due to traffic conditions

Details

13 min

6.7 miles

via I-25 N

14 min

8.7 miles

via E Third Ave

17 min

8.9 miles

Explore nearby 418 Warm Springs Blvd

Restaurants

Hotels

Gas stations

Parking Lots

More

Gas

EV charging

Hotels

More

Map showing routes between 1595 Animal Shelter Rd and 418 Warm Springs Blvd. The map displays three main routes: a blue route (13 min, 6.7 miles), a grey route (14 min, 8.7 miles), and a grey route (17 min, 8.9 miles). The blue route is the fastest. Landmarks include Mud Mountain, Sierra Del Rio Golf Course, Elephant Butte, and Caballo Cone. Roads shown include I-25, SR 187, and SR 195. A 'Layers' button is in the bottom left corner.

Google



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: F.6

SUBJECT: Subrecipient FY 23/24 2nd Quarter Reports

DEPARTMENT: City Manager's Office

DATE SUBMITTED: February 6, 2024

SUBMITTED BY: Tammy Gardner, Executive Assistant

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Contract requires that recipients of Subrecipient funding submit a quarterly report to the City by the 15th of the month following the quarter.

Recommendation:

Accept the 2nd Quarter Reports

Attachments:

- Checklist
- Reports

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

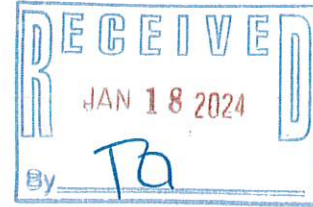
☐ Approved ☐ Denied ☐ Other: [Click here to enter text.](#)

File Name: CC Agendas 2-14-2024

FISCAL YEAR: 2023-24

NAME OF ORGANIZATION		ALLOTMENT	1ST QTR. REPORT		2ND QTR. REPORT		3RD QTR. REPORT		4TH REP
			YES	NO	YES	NO	YES	NO	YES
(SUBRECIPIENT FUNDS)									
Companion Animal Action Team/CAAT Majie Powey 740-0421		\$1,000.00	X	10/13	X	1/18			
Domestic Abuse Intervention Center Blanca Chavez 894-3557		\$2,000.00	X	10/06	X	1/8			
Matthew 25 Food Pantry H.A. Nordgren		\$5,000.00	X	10/06	X	1/2			
SJOA / Sierra Joint Office on Aging Lisa Mattingly 894-6641		\$35,000.00	X	10/4	X	1/5			
The Club of Sierra County Rebecca Dow 575-571-1056		\$5,000.00	X	10/10	X	1/5			
Geronimo Springs Museum Debbie Hillbish		\$5,000.00	X	10/13	X	2/7			
Geronimo Trail Scenic Byway LaRena Miller 894-2255		\$5,600.00	X	10/11	X	1/10			
MainStreet Truth or Consequences Cathy Mears-Martin		\$45,000.00	X	10/5	X	1/8			
1st Quarter: JUL, AUG, SEP			Copies to City Mgr. & Commission						
2nd Quarter: OCT, NOV, DEC			Copies to City Mgr. & Commission						
3rd Quarter: JAN, FEB, MAR			Copies to City Mgr. & Commission						
4th Quarter: APR, MAY, JUN			Copies to City Mgr. & Commission						

COMPANION ANIMAL ACTION TEAM
PO BOX 512
WILLIAMSBURG, NM 87942



SUBRECIPIENT GRANT
FY 2023/2024
(2ND) QUARTER INVOICE

Date of Invoice: *JANUARY 17, 2024*

Invoice Amount: \$ 250.00

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

Allocation Amount: \$1000.00

Quarter Draw: \$250.00

Please send payment to: *Companion Animal Action Team*
PO Box 512
Williamsburg, NM 87942

Thank you,

Majorie E. Powey

Signature of Authorized Representative

Majorie E Powey

575-740-0421

T9

SUB-RECIPIENT QUARTERLY REPORT

FY: 2023-2024ORGANIZATION: Companion Animal Action TeamALLOCATION: \$1,000.00QUARTER: 2nd

(FY Allotment, Not Qtr. Draw)

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

(Please confine your report to a one-page "narrative" for each quarter.)

We held three clinics in the 2nd quarter of 2023-2024.

October 28, 2023- 9 female cats were spayed, 4 male cats neutered.

5 female dogs were spayed and 6 male dogs neutered

November 11, 2023- 8 female cats were spayed , 11 male cats were neutered

5 female dogs were spayed and 1 male dogs was neutered

December 15, 2023 - 4 female cats were spayed, 4 male cats were neutered

4 female dogs were spayed and 8 male dogs were neutered

I am attaching the November invoice

SUBMITTED BY: Majorie Powey

TYPED NAME



SIGNATURE

DATED: 01/18/24

INVOICE

PNH Mobile 2

3233 N. Mesa St Suite 210
El Paso, TX 79902
915-584-4491

"Helping El Paso Help Their Pets"

FOR: T or C CAAT
PO BOX 204
Williamsburg, NM

Printed: 11-11-23 at 1:59p
Date: 11-11-23
Account: 15892
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
Services by Amy Starr, DVM PS						
11-11-23	2023/11/11	224	PNH-M Mileage (S/N Clinic) per mil			896.00
11-11-23		1	S/N Clinic Day			1650.00
11-11-23		25	PNH-M Presurgery Intake Exam	500.00	500.00	0.00 **
11-11-23		11	Feline Castration	671.00	671.00	0.00 **
11-11-23		7	Feline Ovariohysterectomy	581.00	581.00	0.00 **
11-11-23		1	Canine Castration	110.00	110.00	0.00 **
11-11-23		6	Canine Ovariohysterectomy	792.00	792.00	0.00 **
11-11-23		8.10	PNH-M Ketamine-Xylazine Comb I			0.00
11-11-23		34	PNH-M2 Tramadol Tablet 50mg (1			0.00
11-11-23		4	PNH2 K9 DAPP Inventory (1ml)			40.00
11-11-23		19	PNH2 Feline FVRCP Vaccine (1ml)			190.00
11-11-23		23	PNH2 Rabies 3yr Vaccine (10ml)			368.00
11-11-23		1	PNH-M Microchip Administration*			38.80

A HomeAgain microchip is a permanent pet ID. The microchip itself has no internal energy source, so it will last the life of your pet. It is read by passing a microchip scanner over the pet's shoulder blades. The scanner emits a low radio frequency that provides the power necessary where the chip is located to transmit the microchip's unique cat or dog ID code and positively identify the pet.

Microchips are designed to last your pet's entire lifetime. Once enrolled, they link to a permanent record of your information - which is important to keep up-to-date so you can be reached when your lost pet is found. Your microchip comes with a personal listing in our lost pet database, and this translates to anytime/anywhere pet recovery services.

HomeAgain Lost Pet Alerts contain your pet's microchip number and physical description as well as information on where your pet was last seen. You may also create a Lost Pet Poster with a recent photo of your pet to be distributed along with the Lost Pet Alerts. You can print out dozens of lost cat or lost dog posters and post them around the neighborhood where your pet was last seen.

Virtually all veterinary clinics and animal shelters across the country are equipped with scanners that can read your pet's microchip. HomeAgain members can breathe a little easier knowing their lost cat or dog can be identified whether he's 3 or 3,000 miles away from home.

A pet emergency can strike outside of your primary veterinarian's office hours or far from home. Unless you are a trained professional, it can be hard to know what you should and shouldn't do to help your dog or cat. Your annual HomeAgain membership includes free, anytime telephone assistance provided by licensed ASPCA veterinarians-- a \$65 value per call. Whenever disaster strikes, call

888-HomeAgain to reach our pet Emergency Medical Hotline and get potentially life-saving advice when you need it most.

Your HomeAgain membership offers complete pet protection for lost and found pets. When your lost cat or dog has traveled over 500 miles away, we will cover up to \$500 to fly your pet home. From the moment we send out your Lost Pet Alert until your found pet arrives home, the safety of your cat or dog is our top priority.

HomeAgain microchips include a life long registration. HomeAgain membership is included only for the first year your pet is micro chipped. After the first year, HomeAgain will contact you to verify if you would like to continue membership at an additional cost. Membership is not necessary for your pet's microchip registration. Membership benefits include 24/7 access to the Emergency Medical Hotline, Travel Assistance for Found Pets, Rapid Lost Pet Alerts and Lost Pet Posters.

11-11-23	1 PNH-M In-House FELV/FIV Test	43.00
11-11-23	3.80 PNH-M2 Metacam/Loxi Inj 5mg/m (64.60 7.60	57.00 **

Services by Hospital General Fund

11-11-23	25 Scan for Microchip	0.00
11-11-23	25 Client Information Verified	0.00
11-11-23	25 Recommend Our Online Pharmacy	0.00

Our Inner-clinic on-line pharmacy is located on our website. Please check us out! You can get all of your regular prescriptions, often at a less expense! Plus, it is safe and reliable! Go to our website: www.pnhvet.com and look at the top of the screen for PHARMACY, then register. Once registered (may take a day), you will be able to see all of the medications available to you. These medications and prescription foods will be delivered directly to your home address. By choosing this method, instead of other less reliable online pharmacies, you are ensuring accurate and legal medications are given to your pet.

Please be aware that there is a prescription fee of \$13 in the event that a prescription for medication is requested through any/all pharmacies other than our own. Our prices are price matched with the most common online pharmacies and are typically cheaper. For safety reasons, purchasing medications through unauthorized distributors is strongly discouraged because it is unknown how and where these companies get them and they could potentially be counterfeit, tampered with, or expired.

11-11-23	25 Recommend Brushing Teeth/Tooth	0.00
----------	-----------------------------------	------

Services by

11-11-23	#1553	Check payment	-3286.00
----------	-------	---------------	----------

Old balance	Charges	Tax	Payments	Discount	New balance
0.00	3282.80	*3.20	3286.00	2661.60 **	0.00

Your invoice total reflects our **Client Class 1** discount.

Reminders for: **2023/11/11**

Last done

Reminders for: **2023/11/11**

Last done

11-10-24 MVC Exam W/Vaccines

11-11-23

Thank you for letting us care for your pet(s)! Refer a new client and get \$20 off your next visit.

We will not process any type of credit card transaction without proper form of card holder's I.D. present.

We do not give refunds or reimbursements for professional services rendered, deposits on surgeries/major procedures or inventory items that have left the facility. Further charges such as lab tests, radiology, hospitalization, anesthesia and pharmacy items not posted at the time of discharge may be billed later.

We do require a 24-hour advanced notice on all/any cancellations for appointments. \$25 cancellation fee will be charged on all No show less than 24 hours notice. Surgery appointment are required to be cancelled a week (7 days) prior to surgery in order to receive a refund or the full surgery deposits will be forfeited.

We appreciate your understanding.

Also, check out our website (www.paws-n-hoovesvetclinic.com), online pharmacy, Facebook, YouTube, Pinterest, SnapChat and LinkedIn!

Domestic Abuse

ORGANIZATION/RECIPIENT'S NAME

ADDRESS

CITY, STATE and ZIP

RECEIVED JAN 08 2024

TG

SUBRECIPIENT GRANT
FY 2023/2024
(2nd) QUARTER INVOICE

Date of Invoice: *January 4, 2024*

Invoice Amount: \$500.00

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

Allocation Amount: \$2000.00

Quarter Draw: \$500.00

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

Thank you,

Blanca Chavez

Blanca Chavez
575-894-3557

MATTHEW 25 FOOD PANTRY, INC
PO BOX 3722
TRUTH OR CONSEQUENCES, NM 87901

TG

SUBRECIPIENT GRANT

FY 2023/24

2nd QUARTER

INVOICE: 2023-24/Q2

Date of Invoice: 1/02/2023/4

Invoice Amount: \$ 1,250

Submit To: *City of Truth or Consequences*

ATTN: City Clerk's Office

505 Sims Street

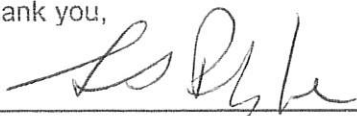
Truth or Consequences, NM 87901

Allocation Amount: \$ 5,000

Quarter Draw: \$ 1,250

Please send payment to: *Matthew 25 Food Pantry, Inc*
PO Box 3722
Truth or Consequences, NM 87901

Thank you,



Laura Ploughe, Board Secretary and Grant Coordinator
480/267-3535

SUBRECIPIENT QUARTERLY REPORT

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

FY: 2023/2024

7

ORGANIZATION: **MATTHEW 25 FOOD PANTRY, INC**

ALLOCATION: **\$5,000**

(FY Allotment, Not Qtr. Draw)

QTR DRAW: **\$1,250**

QUARTER: **2nd**

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

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

Compliance

Matthew 25 Food Pantry, a 501(c)3, graciously appreciates the grant award from the City for the direct services we provide to benefit the community through our weekly free food distribution to those who are food insecure. Our mission is to serve the community's impoverished and underprivileged to those who qualify without discrimination based on age, race, color, sex, religion, national origin, disability, or sexual orientation. Our commitment to the City is to maintain complete and accurate records of our performance and this Quarterly Report is being submitted to the City for public record of such compliance.

This funding assists in our ability to indirectly promote the City in the services we provide. We provide these services with a working team of all volunteers (approximately 15) and are governed by a volunteer Board of Directors. The Board Officers include a President, a Secretary/Treasurer, and Directors who have signatory and fiscal authority. We maintain an active Non-Profit good standing with the Office of the Secretary of State (SOS), the Internal Revenue Service (IRS), and the New Mexico Office of the Attorney General (AG) Charitable Organization Registration Online System.

2023/2024 Funding Purpose/Financial Performance

Matthew 25 relies on grants and monetary donations to cover all fixed costs for rent, utilities, and property insurance, of which the City grant of \$5,000 along with the Sierra County grant of \$2,500 covers only 44% and donor contributions must cover the remaining 56%. Food costs to supplement the nutritional variety for our community when food banks fail to provide sufficient variety requires an additional funding source. Donations and food drives assist, however, in order to maintain business operations at a near zero balance budget, the rising costs of utilities and food constantly drive us to find new funding opportunities.

Monetary contributions are up this quarter by 80% over Q1 due to Holiday giving, however utility costs have risen significantly over last year due to increased refrigeration. Our utility costs are already over 91% of our total spend for the entire year of 2022-2023 and we have another 6 months of utilities to try to accommodate from fund sources other than what has been budgeted. This is adding to the strain of not having sufficient sources to operate at a zero balance budget. Additionally, unfortunate and unexpected facility repairs have also resulted in a 400% overage of projected operational facilities costs in 2023 in our non-fixed cost projections. Matthew 25 strives to maintain a near zero balance in our operational account and has not had to draw monies from our investment accounts however Board directives may result in corrections from our investment reserves for these facility costs overages.

Appendix A provides our current Budget/Actuals for to-date.

Matthew 25 also participates in the Bullocks Cash for Clubs receipt program, as well as accepts aluminum cans for recycling which provide other insignificant revenue streams. These show a debilitating 61% decrease compared to this fund source last year. We rely on these funds to cover 20% of our total budget and they too are shrinking.

Matthew 25's assets include investment accounts for financial long-term needs and reserves for unforeseen catastrophes and any dividends and commissions are recorded in our profit/loss statements. Our investments accounts continue on a steady incline to recovery compared to 2022 when we saw a significant loss of almost 17%.

Appendix B provides our Profit/Loss of July -Dec 2023.

Scope of Work/Community Benefit Performance

Matthew 25 continues to see an increase in the numbers of individuals we distribute food to weekly. Our average number of individuals served was 526 last year during Quarter 2 while this year our average number of individuals is 766 for Quarter 2. As cost of living continues to increase, Seniors account for our highest percentage of food insecure and account for 40%-47% of our totals.

Appendixes C, and D provide a 2 year comparison of participant statistics in detail, and in a trend chart.

SUBMITTED BY: _____ Laura Ploughe _____ /Phone: (480) 267-3535 _____ SIGNATURE _____
(Typed Name)

DATED: 1/2/2023

APPENDIX A

Mathew 25 Food Pantry FY2023/2024 Budget				
	July-Dec (Q2)		Annual FY Budget	
	2023/2024 Actuals	2023/2024 Monthly Avg	2023/2024 Current Year Budget	2022/2023 Previous Year Budget
Revenue				
Contributions	\$11,835.00	\$1,972.50	\$18,000.00	\$22,800.00
Grant Income	\$3,750.00	\$1,875.00	\$7,500.00	\$7,500.00
Bullock's Receipts	\$198.97	\$16.58	\$1,000.00	\$800.00
Reimbursements	\$120.00	\$10.00		
Miscellaneous	\$200.20	\$16.68		\$400.00
Rev Total	\$16,104.17	\$3,890.76	\$26,500.00	\$31,500.00
Expense				
Food	\$948.58	\$237.15	\$7,500.00	\$16,200.00
Rent	\$3,600.00	\$900.00	\$8,400.00	\$8,400.00
Utilities	\$6,402.13	\$1,067.02	\$7,000.00	\$6,200.00
Insurance	\$1,454.00	\$121.17	\$1,500.00	\$1,400.00
Professional Services (Pest cntrl, cleaners, facilities, ads)	\$2,575.53	\$515.11	\$600.00	\$500.00
Miscellaneous	\$200.20	\$100.10	\$700.00	\$150.00
	\$15,180.44	\$1,265.04	\$25,700.00	\$32,850.00
xfer to Invest	\$0.00			
Expense Total	\$15,180.44		\$25,700.00	\$32,850.00
Net Income	\$923.73		\$800.00	-\$1,350.00

APPENDIX B

Matthew 25 Food Pantry Profit & Loss

	July - Dec	
Income		
Contributions	\$11,835.00	
Grant Income	\$3,750.00	
Misc Other	\$318.97	
Misc	\$200.20	
Business Operations Income Total		\$16,104.17
Investment Income	\$19,389.44	
Investment Income Total		\$19,589.64
TOTAL INCOME		\$35,493.61
Expenses		
Business Operating: Rent, Insurance	\$5,054.00	
Utilities	\$6,402.13	
Professional Services: (Pest cntrl, cleaners, Accounting, Legal, Ads, Facilities-HVAC/Locks)	\$2,575.53	
Food	\$948.58	
Misc	\$200.20	
Business Operations Expense Total		\$15,180.44
Transfers out	0	
Investment Loss	0	
Investment Income Loss Total		0
TOTAL EXPENSE/LOSS		\$15,180.44
NET		\$20,313.17

APPENDIX C

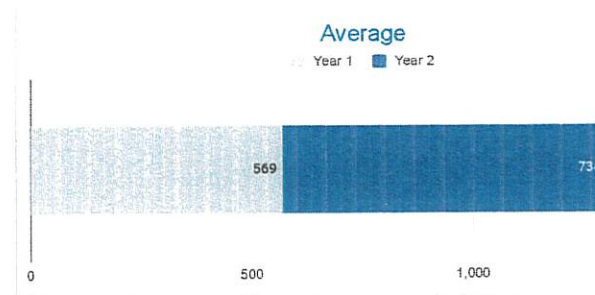
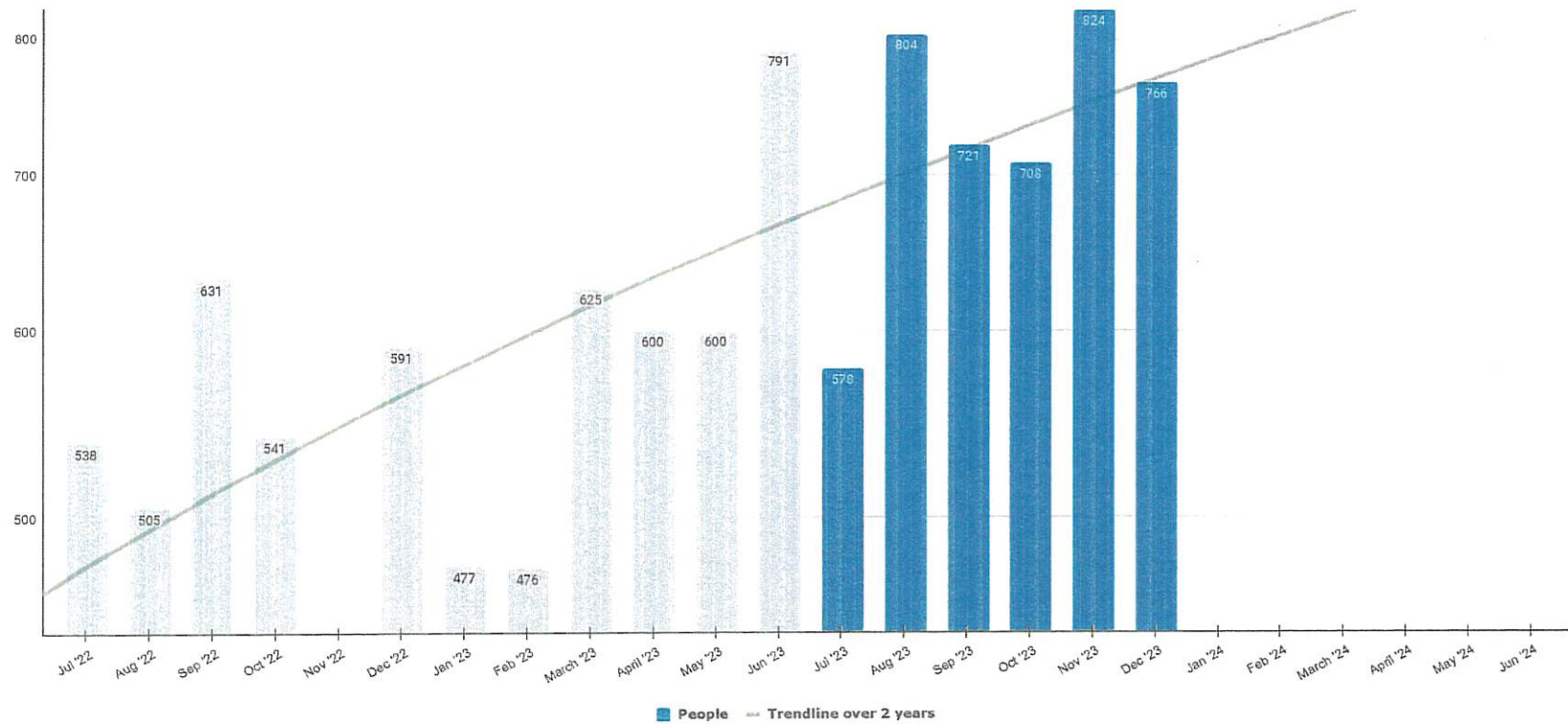
FY 2023 and 2024

Matthew 25 Household participation statistics

[illegible]

APPENDIX D

Matthew 25 Food Pantry - People Served by Month July 2022-June 2024



Sierra Joint Office on Aging
360 W. 4th Ave.
Truth or Consequences, NM 87901

RECEIVED JAN 05 2024

m

SUBRECIPIENT GRANT
FY 2023/2024
2nd QUARTER INVOICE

Date of Invoice: 1/04/24

Invoice Amount: \$8,750.00

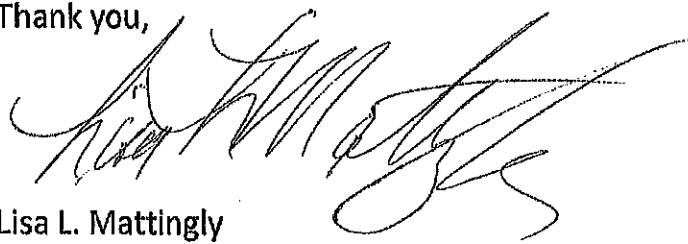
Submit To: *City of Truth or Consequences*
ATTN: *City Clerk's Office*
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$35,000.00

Quarter Draw: \$8,750.00

Please send payment to: *Sierra Joint Office on Aging*
360 W. 4th Ave.
Truth or Consequences, NM 87901

Thank you,



Lisa L. Mattingly
Finance Director
575-894-6641

Tq

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

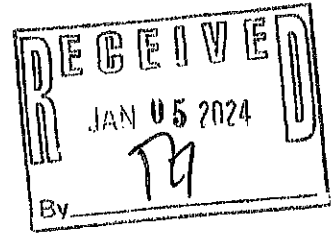
QUARTER: 2nd
(1st/2nd/3rd/4th)

Signature 1-14-24

1-4-24

Rev. 5/2014

The Club
122 N. Broadway St.
T or C, NM 87901



SUBRECIPIENT GRANT
FY 2023/2024
2nd QUARTER INVOICE

Date of Invoice: 01/03/2024

Invoice Amount: \$1,250

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

Allocation Amount: \$5,000

Quarter Draw: \$1,250

Please send payment to: *The Club*
1300 S. Broadway
T or C, NM 87901

Thank you,

A handwritten signature in black ink, appearing to be "Charis Baxter", with a long horizontal line extending to the right.

Charis Baxter
505-446-0030

SUB-RECIPIENT QUARTERLY REPORT

FY: 23/24

ORGANIZATION: The Club

ALLOCATION: \$5,000.00

(FY Allotment, Not Qtr. Draw)

QUARTER: 2nd

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

(Please confine your report to a one-page "narrative" for each quarter.)

The Club provided free Dinners to all youth who attended our programming. We provided transportation to and from the schools as well as sports and club practices and meetings

We were open 12-6 mon-fri during the holiday breaks and open from 3pm-6pm

Mon-Fri during the school year.

We taught healthy cooking and a variety of STEAM activities.

We provided high quality trained mentors for youth to connect with as well as out of school programming at no cost. We have provided a multitude of free classes based on youth interest.

The Club served a total of 59 registered youth during this quarter.

We took part in craft fairs where the youth priced and sold things they had made and then they decided what to do with the proceeds.

Youth were given opportunities to learn job skills through our Jr. Staff program.

We held our New Years lock in which provides a safe space for teens to celebrate the New Year including movies, games, free food and prizes.

SUBMITTED BY:

Charis Baxter

TYPED NAME

SIGNATURE

DATED: 01/03/24

Rev. 5/2013

Sierra County Historical Society
Geronimo Springs Museum
211 Main Street
T or C NM 87901

SUBRECIPIENT GRANT
FY 2023/2024
2nd QUARTER INVOICE

Date of Invoice: 07/07/2024

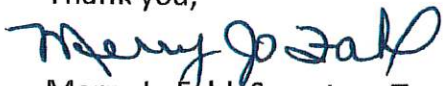
Invoice Amount: ~~\$1,274.64~~ ^{\$1,250.⁰⁰}

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

Allocation Amount: \$5,000.00 ^{\$1,250.⁰⁰}
Quarter Draw: ~~\$1274.64~~ ^{\$1250.⁰⁰} Qtr 1: \$1883.66 Remaining: ^{\$2,500.⁰⁰}

Please send payment to: Sierra County Historical Society
211 Main Street
T or C NM 87901

Thank you,



Merry Jo Fahl, Secretary-Treasurer

Phone No. 575-740-7723

SUB-RECIPIENT QUARTERLY REPORT

FY: 2023/2024

ORGANIZATION: SCHS for Geronimo Springs Museum

ALLOCATION: \$5,000.00
(FY Allotment, Not Qtr. Draw)

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

(Please confine your report to a one-page "narrative" for each quarter.)

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

Quarter 2 copies of our billing is enclosed

SUBMITTED BY: Merry Jo Fahl, Secretary-Treasurer
TYPED NAME


SIGNATURE

DATED: 02/07/24



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 8790



Account Number	AMOUNT DUE
3011-12856-00	\$50.00
Due Date	After Due Date Pay
12/6/2023	PAID BY DRAFT
Billing Date	Penalty Date
11/21/2023	12/7/2023
Service From	Service To
10/4/2023	11/3/2023
Service Address	
205 MAIN ST	

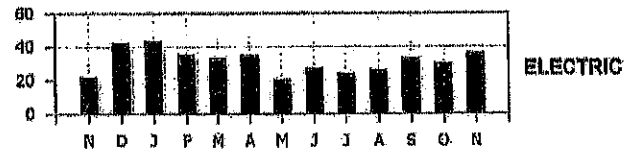
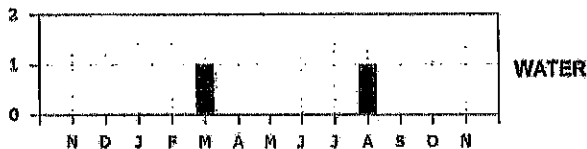
HISTORICAL SOCIETY
205 MAIN ST
TRUTH OR CONSEQ, NM 87901

PREVIOUS BALANCE	\$0.00
PAYMENTS	\$0.00
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

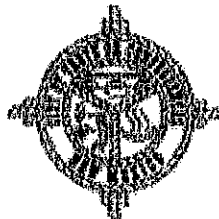
	PREVIOUS READING	CURRENT READING	USAGE
Wat	1	1	0
Eleo			
Eleo	1,806	1,842	36
Sew			
		AMP EXCESS	\$7.42

WATER TOTAL CHARGE	18.36
ENERGY COST ADJ	1.49
EL TOTAL CHARGE	13.42
SEWER TOTAL CHARGE	13.63
Tax	\$0.00
AMP Adjustment	\$3.10
CURRENT BILL	\$50.00
AMOUNT DUE	\$50.00
PAID BY DRAFT	

HAPPY HOLIDAYS FROM THE CITY OF TRUTH OR CONSEQUENCES!



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 8790



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

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

Account Number	AMOUNT DUE
3011-12856-00	\$50.00
Due Date	After Due Date Pay
12/6/2023	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	



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



HISTORICAL SOCIETY
205 MAIN ST
TRUTH OR CONSEQ, NM 87901

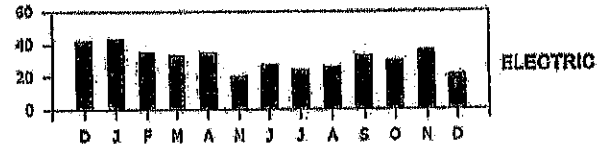
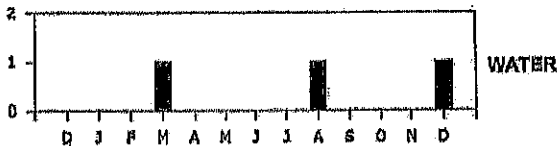
Account Number	AMOUNT DUE
3011-12856-00	\$50.00
Due Date	After Due Date Pay
1/5/2024	PAID BY DRAFT
Billing Date	Penalty Date
12/21/2023	1/6/2024
Service From	Service To
11/14/2023	12/19/2023
Service Address	
205 MAIN ST	

PREVIOUS BALANCE	\$50.00
PAYMENTS	(\$50.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
FAST DUE AMOUNT	\$0.00

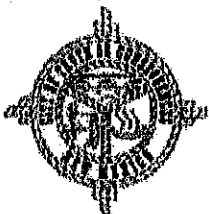
	PREVIOUS READING	CURRENT READING	USAGE
Wat	1	2	1
Elec			
Elec	1,842	1,863	21
Sew			
		AMP EXCESS	\$10.52

WATER TOTAL CHARGE	18.36
ENERGY COST ADJ	0.87
EL TOTAL CHARGE	12.00
SEWER TOTAL CHARGE	18.24
Tax	\$0.00
AMP Adjustment	\$0.53
CURRENT BILL	\$50.00
AMOUNT DUE	\$50.00
	PAID BY DRAFT

Electric rates will increase starting in January 2024. For a list of new rates please inquire at the Utility Office.



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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



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

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

Account Number	AMOUNT DUE
3011-12856-00	\$50.00
Due Date	After Due Date Pay
1/5/2024	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
205 MAIN ST	
Amount Enclosed	





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



HISTORICAL SOCIETY
205 MAIN ST
TRUTH OR CONSEQ, NM 87901

Account Number	AMOUNT DUE
3011-12856-00	\$50.00
Due Date	After Due Date Pay
2/7/2024	PAID BY DRAFT
Billing Date	Penalty Date
1/23/2024	2/8/2024
Service From	Service To
12/19/2023	1/19/2024
Service Address	
205 MAIN ST	

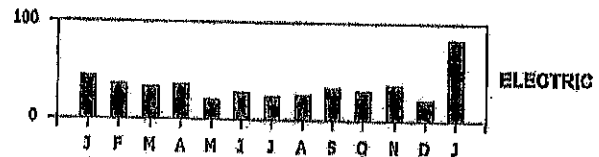
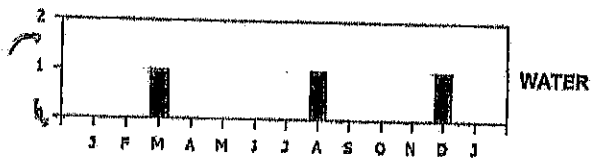
	PREVIOUS READING	CURRENT READING	USAGE
Wat	2	2	0
Elec			
Elec	1,863	1,946	83
Sew			

AMP EXCESS \$11.05

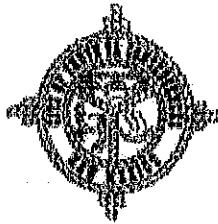
PREVIOUS BALANCE	\$50.00
PAYMENTS	(\$50.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

WATER TOTAL CHARGE	18.36
ENERGY COST ADJ	5.15
EL TOTAL CHARGE	27.37
SEWER TOTAL CHARGE	13.63
Tax	\$0.00
AMP Adjustment	(\$14.51)
CURRENT BILL	\$50.00
AMOUNT DUE	\$50.00

PAID BY DRAFT



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 8790



Account Number	AMOUNT DUE
3011-05142-00	\$315.00
Due Date	After Due Date Pay
12/6/2023	PAID BY DRAFT
Billing Date	Penalty Date
11/21/2023	12/7/2023
Service From	Service To
10/4/2023	11/3/2023
Service Address	
211 MAIN ST	

HISTORICAL SOCIETY
211 MAIN ST
TRUTH OR CONSEQ, NM 87901

PREVIOUS BALANCE	\$0.00
PAYMENTS	\$0.00
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

	PREVIOUS READING	CURRENT READING	USAGE
Wat	174	174	0
Elec			
Elec	50,716	51,925	1,209
Sew			
Ref			
Ref			

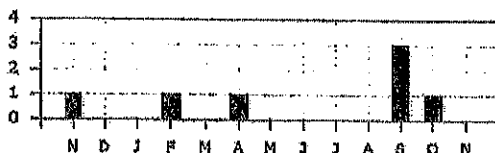
AMP SHORTAGE

\$155.73-

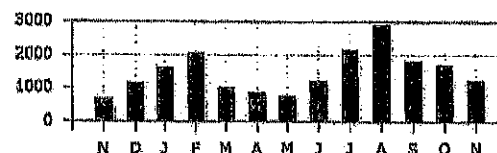
WATER TOTAL CHARGE	18.36
ENERGY COST ADJ	50.05
EL TOTAL CHARGE	124.86
SEWER TOTAL CHARGE	13.63
TRASH CHARGE	50.22
TRASH CHARGE	25.10
Tax	\$0.00
AMP Adjustment	\$32.78
CURRENT BILL	\$315.00
AMOUNT DUE	\$315.00

PAID BY DRAFT

HAPPY HOLIDAYS FROM THE CITY OF TRUTH OR CONSEQUENCES!

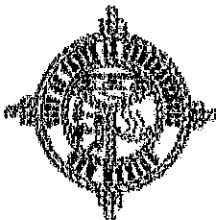


WATER



ELECTRIC

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES
505 Sims St
Truth or Consequence, NM 8790



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

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

Account Number	AMOUNT DUE
3011-05142-00	\$315.00
Due Date	After Due Date Pay
12/6/2023	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	



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



HISTORICAL SOCIETY
211 MAIN ST
TRUTH OR CONSEQ, NM 87901

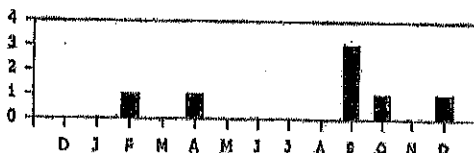
Account Number	AMOUNT DUE
3011-05142-00	\$315.00
Due Date	After Due Date Pay
1/5/2024	PAID BY DRAFT
Billing Date	Penalty Date
12/21/2023	1/6/2024
Service From	Service To
11/14/2023	12/19/2023
Service Address	
211 MAIN ST	

PREVIOUS BALANCE	\$315.00
PAYMENTS	(\$315.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

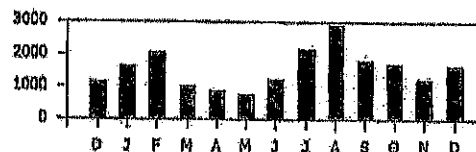
	PREVIOUS READING	CURRENT READING	USAGE
Wat	174	175	1
Elec	51,925	53,562	1,637
Elec			
Sew			
Ref			
Ref			
		AMP SHORTAGE	(\$122.95)

WATER TOTAL CHARGE	18.36
ENERGY COST ADJ	67.77
EL TOTAL CHARGE	165.52
SEWER TOTAL CHARGE	18.24
TRASH CHARGE	25.10
TRASH CHARGE	50.22
Tax	\$0.00
AMP Adjustment	(\$30.21)
CURRENT BILL	\$315.00
AMOUNT DUE	\$315.00
	PAID BY DRAFT

Electric rates will increase starting in January 2024. For a list of new rates please inquire at the Utility Office.

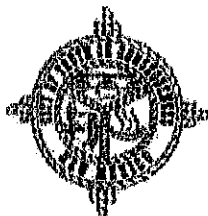


WATER



ELECTRIC

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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



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

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

Account Number	AMOUNT DUE
3011-05142-00	\$315.00
Due Date	After Due Date Pay
1/5/2024	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	



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



HISTORICAL SOCIETY
211 MAIN ST
TRUTH OR CONSEQ, NM 87901

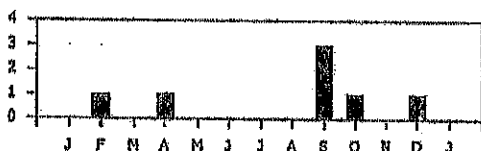
Account Number	AMOUNT DUE
3011-05142-00	\$315.00
Due Date	After Due Date Pay
2/7/2024	PAID BY DRAFT
Billing Date	Penalty Date
1/23/2024	2/8/2024
Service From	Service To
12/19/2023	1/19/2024
Service Address	
211 MAIN ST	

PREVIOUS BALANCE	\$315.00
PAYMENTS	(\$315.00)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

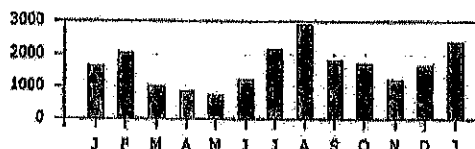
	PREVIOUS READING	CURRENT READING	USAGE
Wat	175	175	0
Elec			
Elec	53,562	55,937	2,375
Sew			
Ref			
Ref			

WATER TOTAL CHARGE	18.36
ENERGY COST ADJ	147.49
EL TOTAL CHARGE	230.90
SEWER TOTAL CHARGE	13.63
TRASH CHARGE	25.10
TRASH CHARGE	\$0.22
Tax	\$0.00
AMP Shortage	(\$153.16)
CURRENT BILL	\$315.00
AMOUNT DUE	\$315.00

PAID BY DRAFT



WATER



ELECTRIC

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



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



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

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

Account Number	AMOUNT DUE
3011-05142-00	\$315.00
Due Date	After Due Date Pay
2/7/2024	PAID BY DRAFT
Account Name	
HISTORICAL SOCIETY	
Service Address	
211 MAIN ST	
Amount Enclosed	



Billing Date 13-NOV-2023
Due Date 07-DEC-2023
Amount Due \$34.01
Account Number 044381212-0478466-3

1302
RB



PI 004232 - YVNVNH
GERONIMO SPRINGS MUSEUM
211 Main St
T or C NM 87901-2838

Bill Date

13-NOV-2023

Account Number

044381212-0478466-3

Service Address

211 MAIN ST
T OR C, NM

Page 1 of 6

Billing Summary

Payments Received Since Last Statement (Thank You)

\$29.04

Current Charges

Gas
Service
\$34.01

Total
\$34.01

Total Amount Due

\$34.01

Please pay \$34.01 no later than DEC 07, 2023

Safety

To protect against carbon monoxide poisoning, have your furnace inspected by a licensed contractor before the start of each heating season.

The cold season is here. Our HEAT New Mexico fund is available to help income-qualifying families with payment assistance. Visit www.nmgco.com/en/heat_for_help to learn more. We offer a \$50 rebate on qualifying smart thermostats that can help you save on your natural gas bill. Visit nmgcogetrebates.com to learn more.

Address : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901
1-888-NMGASCO or (1-888-664-2726)
Day : 7:30 AM - 6:00 PM
1-866-608-9320

Website: www.nmgco.com
Pay Online: www.nmgco.com



Scan to Pay

COUPON WITH CHECK PAYABLE TO NEW MEXICO GAS COMPANY

TOTAL AMOUNT DUE

\$34.01

HEAT New Mexico Fund

New Mexico Gas Company matches your contribution

ENCLOSED

\$

DATE

DOLLARS

12023
\$34.01

1444

6





New Mexico
GAS COMPANY*
AN EMERA COMPANY

Billing Date	13-NOV-2023
Due Date	07-DEC-2023
Amount Due	\$29.04
Account Number	044381212-0481279-4



1309
RB



PI 004231 - YNNVNN
GERONIMO SPRINGS MUSEUM
205 Main St
T or C NM 87901-2838

Page 1 of 6

Bill Date	Account Number	Service Address
13-NOV-2023	044381212-0481279-4	205 MAIN ST T OR C, NM

Billing Summary Payments Received Since Last Statement (Thank You) \$29.04

	Gas Service	Total
Current Charges	\$29.04	\$29.04
Total Amount Due		\$29.04

Please pay \$29.04 no later than DEC-07, 2023

Furnace Safety

To protect against carbon monoxide poisoning, have your

1445

GERONIMO SPRINGS MUSEUM

211 MAIN ST
T OR C, NM 87901
876-894-8000

DATE 11/20/23 96-128/1122

PAY
TO THE
ORDER OF

New Mexico Gas Co.

\$ 29.04

Twenty Nine Dollars & 04/100

DOLLARS



CITIZENS BANK

PO BOX 340021 THURSDAY, OR 97134-0002



FOR



New Mexico
GAS COMPANY*
AN EMERA COMPANY

Billing Date	13-NOV-2023
Due Date	07-DEC-2023
Amount Due	\$29.04
Account Number	044381212-0481279-4



1309
RB



PI 004231 - YNNVNN
GERONIMO SPRINGS MUSEUM
205 Main St
T or C NM 87901-2838

Page 1 of 6

Bill Date	Account Number	Service Address
13-NOV-2023	044381212-0481279-4	205 MAIN ST T OR C, NM

Billing Summary Payments Received Since Last Statement (Thank You) \$29.04

	Gas Service	Total
Current Charges	\$29.04	\$29.04
Total Amount Due		\$29.04

Please pay \$29.04 no later than DEC-07, 2023



New Mexico
GAS COMPANY
AN EMERA COMPANY

Billing Date	13-OCT-2023
Due Date	06-NOV-2023
Amount Due	\$29.04
Account Number	044381212-0478466-3



1300
RB



P1 004200 - YVNVNN
GERONIMO SPRINGS MUSEUM
211 Main St
T or C NM 87901-2838

cl# 1406
10/23/23
\$29.04

Bill Date	Account Number	Service Address	Page 1 of 2
13-OCT-2023	044381212-0478466-3	211 MAIN ST T OR C, NM	

Billing Summary

Payments Received Since Last Statement (Thank You) \$29.47

Current Charges	Gas Service	Total
	\$29.04	\$29.04
Total Amount Due		\$29.04

Please pay \$29.04 no later than NOV 06, 2023

- Gas Emergencies** If you smell gas, a rotten egg odor, or suspect a gas leak, leave the area immediately! From a safe distance call 911, then call us at 1-888-664-2726 at any hour, day or night. See peel & sniff sticker with this bill.
- Budget Billing** For budget-minded customers, there's a convenient way to pay your natural gas bills while leveling out high winter bills. Sign up at https://www.nmgco.com/en/budget_billing
- Prep your Home** Prepare for the colder weather by using our Home Energy Analyzer. This online tool will give you an energy ranking, savings estimate and recommendations to save on your bill. Visit nmgc.energysavvy.com.

How to Contact us	Office Address : 2101 Sanford Wilson Rd, Truth or Consequences NM 87901	 Scan to Pay
	Telephone : 1-888-NMGASCO or (1-888-664-2726)	
Call Center Hours	Monday - Friday : 7:30 AM - 6:00 PM	
Payment Options	Pay by Phone : 1-866-508-9320	

Website: www.nmgco.com
Pay Online: www.nmgco.com



New Mexico
GAS COMPANY
AN EMERA COMPANY



1306
RB



PI 004268 - YVNVNN
GERONIMO SPRINGS MUSEUM
205 Main St
T or C NM 87901-2838

Chk
1407
10/23/23
\$29.04

Billing Date	13-OCT-2023
Due Date	06-NOV-2023
Amount Due	\$29.04
Account Number	044381212-0481279-4

Page 1 of 2

Bill Date	Account Number	Service Address
13-OCT-2023	044381212-0481279-4	205 MAIN ST T OR C, NM

Billing Summary

Payments Received Since Last Statement (Thank You) \$29.04

	Gas Service	Total
Current Charges	\$29.04	\$29.04
Total Amount Due		\$29.04

Please pay \$29.04 no later than NOV 06, 2023

- Gas Emergencies** If you smell gas, a rotten egg odor, or suspect a gas leak, leave the area immediately! From a safe distance call 911, then call us at 1-888-664-2726 at any hour, day or night. See peel & sniff sticker with this bill.
- Budget Billing** For budget-minded customers, there's a convenient way to pay your natural gas bills while leveling out high winter bills. Sign up at https://www.nmgco.com/en/budget_billing
- Prep your Home** Prepare for the colder weather by using our Home Energy Analyzer. This online tool will give you an energy ranking, savings estimate and recommendations to save on your bill. Visit nmgco.energysavvy.com.

How to Contact us	Office Address : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901	 Scan to Pay
	Telephone : 1-888-NMGASCO or (1-888-664-2726)	
Call Center Hours	Monday - Friday : 7:30 AM - 6:00 PM	
Payment Options	Pay by Phone : 1-866-508-9320	

Website: www.nmgco.com
Pay Online: www.nmgco.com



New Mexico
GAS COMPANY
AN EMERA COMPANY

9/18/23
C/A 1370
29.47

Billing Date	14-SEP-2023
Due Date	06-OCT-2023
Amount Due	\$29.47
Account Number	044381212-0478466-3



1302
RB



GERONIMO SPRINGS MUSEUM
211 Main St
T or C NM 87901-2838

Bill Date	Account Number	Service Address	Page 1 of 2
14-SEP-2023	044381212 0478466 3	211 MAIN ST T OR C, NM	

Billing Summary

Payments Received Since Last Statement (Thank You) \$29.04

Current Charges	Gas Service	Total
	\$29.47	\$29.47

Total Amount Due

Please pay \$29.47 no later than OCT 06, 2023

\$29.47

Helping Others

This summer, consider helping those in need by contributing to NMGC's HEAT New Mexico assistance fund. Visit www.nmgco.com/en/HEAT_To_Contribute to learn more.

Gas Emergencies

If you smell gas, a rotten egg odor, or suspect a gas leak, leave the area immediately! From a safe distance call 911, then call us at 1-888-664-2726 at any hour, day or night.

How to Contact us

Office Address : 2161 Sanford Wilson Rd, Truth or Consequences NM 87901
Telephone : 1-888-NMGASCO or (1-888-664-2726)

Call Center Hours

Monday - Friday : 7:30 AM - 6:00 PM

Payment Options

Pay by Phone : 1-866-508-9320

Website: www.nmgco.com

Pay Online: www.nmgco.com



Scan to Pay

Geronimo Trail Scenic Byway, Inc.

P O Box 1072 • 523 Broadway • Phone (575) 894-1968
Truth or Consequences, New Mexico 87901

RECEIVED NOV 03 2023

TG

INVOICE subrecipient grant

Date 11/1/01/2023

To City of Truth or Consequences

For Operating expenses October 2023

Telephone \$ 177.73

Visitor Center Supplies \$ 76.06

Total \$ 253.79

Amount due \$ 466.67 per contract

Thank you

G. J. Kelley

Geronimo Trail Scenic Byway, Inc.

P O Box 1072 • 523 Broadway • Phone (575) 894-1968
Truth or Consequences, New Mexico 87901

RECEIVED DEC 5 2023

TG

INVOICE subrecipient grant

Date 12/01/2023

To City of Truth or Consequences

For Operating expenses November 2023

Telephone \$ 177.73

Visitor Center Supplies \$ 507.41

Office Supplies \$ 91.99

Total \$ 777.13

Amount due \$ 466.67 per contract

Thank you

G L Kelly

P O Box 1072 • 523 Broadway • Phone (575) 894-1968
Consequences, New Mexico 87901

J J Kelly

SUBRECIPIENT QUARTERLY REPORT
FY: 2023/2024

RECEIVED JAN 10 2024

ORGANIZATION: Geronimo Trail Scenic Byway

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

ALLOCATION: \$5600. \$1400.01
(FY Allotment) (Quarterly Draw)

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

SUBMITTED BY: Gina Kelley
Print Name


Signature

The Geronimo Trail Visitor Center moved from 301 S. Foch to 523 N. Broadway in early November. We were closed from November 6-13. As a result of our move, our foot traffic dramatically decreased - we had 894 visitors (down from 2095 in the 2nd quarter of FY23). It took over a month to get our signage installed; since then, we are seeing the numbers of visitors increase.

The Geronimo Trail Visitor Center is open 6 days per week, Tuesday-Sunday 10am-3pm. When there are Spaceport tours on Saturday mornings, we open by 8:30am to welcome the tour participants.

In the 2nd quarter our 4 volunteers contributed 366 hours. Additionally, our volunteer Director spent 40 hours per month on administrative duties for a total of 120 hours. Additionally, she spent 56 hours moving the Visitor Center. Our Board President contributed 40 hours related to our move, and another board member spent 20 hours helping with setting up the new visitor center. These 602 volunteer hours represent a value of \$16,223.90 in the 2nd quarter (in 2023 the IRS valued volunteer time in New Mexico at \$26.95 per hour).

This quarter our visitors came to T or C from 46 states and 13 countries. In the 2nd quarter we responded to 282 email requests and 66 phone calls for information. We now have an auto-response for email requests set up that directs people to the Sierra County Tourism website, slerracounty.info. The open rate on these auto responses was an astounding 99%.

In the 2nd quarter, we shipped out 3900 informational brochures to Visitor Centers throughout New Mexico.

Regarding the Spaceport Visitor Center:

We moved everything to the new location that was portable - all of the banners, all of the merchandise and informational material, and one of the video monitors. We have a really great relationship with the staff at Spaceport & they frequently check in to see if there is anything that we need from them.

The Spaceport Tours began departing from the new location before we had even finished moving in & were open for business. Curtis Rosemund from Final Frontier Tours appreciates that they now have a large parking lot for their tour attendees and that they are now able to load/unload the bus off-street. The tours depart at 9am & 1pm on Saturdays. This brings an average of 20 people into our local lodging & businesses every week.

Total Expenses for the period:

Telephone/Internet:	\$ 437.33
Visitor Center Supplies:	\$ 481.87
Visitor Center Fixtures due to move:	\$ 314.72
Office Supplies:	\$ 91.99
Postage:	\$ 15.03
Shipping brochures to VIC's:	\$ 322.07
<u>Business License:</u>	<u>\$ 35.00</u>
	\$1698.01

Donations from the public and sales of souvenir merchandise have enabled us to cover the costs that exceeded the \$1400.01 that we have received this quarter from our subrecipient grant award.

MainStreet Truth or Consequences

P.O. Box 1602
Truth or Consequences, NM 87901

575-740-6180

Bill To: City of Truth or Consequences
Address: 505 Sims
Truth or Consequences, NM
87901
87901

Invoice #: 2305
Invoice Date: 1/8/2024
Contact: Cathy Mears-Martin

Date	Item #	Description	Qty	Unit Price	Discount	Total
1/7/2024		City Contribution (Jul-Oct)	1	\$11,250.00		\$11,250.00

Invoice Subtotal \$11,250.00
Tax Rate 0.0%
Sales Tax \$0.00

MAKE ALL CHECKS PAYABLE TO MAINSTREET TRUTH OR CONSEQUENCES.

Deposit Received
Total \$11,250.00

19



TR

SUBRECIPIENT QUARTERLY REPORT

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

FY: 2023/2024

ORGANIZATION: MainStreet Truth or Consequences

ALLOCATION: \$45,000.00

QTR DRAW: \$11,250.00

QUARTER: 2nd

(FY Allotment, Not Qtr. Draw)

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

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

This has been an exciting quarter for MainStreet Truth or Consequences.

We completed our Here's Your Sign! project which leveraged funds awarded from the New Mexico Resilient Communities Fund grant, and received incredible feedback within the community.

We collaborated with the Chamber of Commerce and Sierra County Arts Council on this project.

We delivered our Trick or Treat Downtown event which received positive comments and we collaborated with the Police Department and Streets Department to deliver this.

We also delivered the Old-Fashioned Christmas event and there was excitement around the winter picture competition we ran as well as supporting local businesses with a Window Display competition. We collaborated with City officials, Police Department, Parks Department, local businesses and Streets Department to deliver this.

Small Business Saturday was a success too with over \$3,000 tracked as being spent on the Saturday. We collaborated with the Chamber of Commerce for this.

Additionally the Recycled Art Show was positively received within the community and over \$2,200. was raised towards scholarships for students. This was a collaborative project with The Bountiful Alliance Recycling Committee, local artists and the Sierra County Arts Council.

There were Second Saturday Art Hops over all three months. MainStreet is partnering with the Sierra County Arts Council on these events, which drew people out over the cooler months.

We will be working on our LEADS project which delivers free ecommerce workshops to local businesses and are continuing work on our Deck of Cards project which community members are looking forward to see the finished deck.

We were awarded \$1,016,000.00 for the Great Blocks: Foch Street Construction project and will be working on this shortly too, in collaboration with the City.

We continued to share monthly communications with the City through our At A Glance document and we are attending City Commission meetings to verbally share updates when possible too.

We are working on reviewing our Economic Vitality Strategies and will be kicking off projects including a local business quarterly meet up to help cross promotion as well as looking to hire an intern.

SUBMITTED BY: Cathy Mears-Martin

TYPED NAME

SIGNATURE

DATED: 01/08/24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: G.1

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

DEPARTMENT: City Manager's Office

DATE SUBMITTED: November 9, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Jay Rubin & Bo Easley

Summary/Background:

An ordinance amending section 14-31 of the Code Pertaining to Taking Service-Without Authority. This item went before the governing body on 11-15-23. The governing body had a few suggestions regarding the amendment of the ordinance and asked city staff to implement said changes and bring it back for publication.

Recommendation:

Approve for publication

Attachments:

- Ordinance No. 759
- [Click here to enter text.](#)

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 2-14-2024

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE NO. 759

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES
MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 14-31 OF THE
CODE PERTAINING TO TAKING SERVICE -WITHOUT AUTHORITY

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

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

Sec. 14-31-TAKING SERVICE - WITHOUT AUTHORITY.

(A) It shall be unlawful for any person, by means of any trick,
alteration, device, or in any manner except as now or may hereafter
be authorized and approved by this article and regulations of the City,
to receive, consume, or in any manner divert or appropriate to his own
use or to the use of another any electric current, water, trash, or
garbage disposal or sewage disposal belonging to or furnished by the
City. All such utility service shall be supplied and furnished by the
Department in accordance with the rules and regulations provided
therefor.

(B) It shall be unlawful for any person who by theft of, or by
intentionally damaging or altering without applicable department
approval, communications or public utility equipment, whether customer
- or utility-owned, creates a public safety hazard or causes a disruption
of communications services or public utility services to one or more
households, customers or subscribers or causes monetary damage equal
to or greater than twenty five dollars (\$25.00) in value of equipment.

(C) As used in this section, "equipment" means utility system materials,
including communications towers and associated material, telephone
lines, railroad and other industrial
safety communication devices or systems, electric structures, electric
transformers, metering equipment, electric conductors and electric and
natural gas transmission and distribution facilities.

(Code 1962, § 3-3-6)

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

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the
CITY OF TRUTH OR CONSEQUENCES this __ day of ____2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: G.2

SUBJECT: Discussion/Action: Publication of Ordinance No. 763 Authorizing the Issuance of The City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2024, In the Principal Amount of Four Million Eight Hundred Eleven Thousand Dollars (\$4,811,000) For the Purpose of Construction Financing for Acquiring, Extension, Enlarging, Bettering, Repairing or Otherwise Improving the City's Water System;

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: February 8, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chris Muirhead -Modrall Sperling

Summary/Background:

WSPI -1 (Water System Project Improvements – PER 1) project is ready to move from bridge loan to construction loan. Commission approved and authorized staff to accept and proceed with Interim Loan Financing through Bank of the Southwest.

Recommendation:

Approve Ordinance 763 for publication

Attachments:

- Ordinance 763

Fiscal Impact (Finance): Yes

Project has been budgeted.

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-14-2024

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 13th day of March, 2024, 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. 763

AUTHORIZING THE ISSUANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO WATER SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2024, IN THE PRINCIPAL AMOUNT OF FOUR MILLION EIGHT HUNDRED ELEVEN THOUSAND DOLLARS (\$4,811,000) FOR THE PURPOSE OF CONSTRUCTION FINANCING FOR ACQUIRING, EXTENSION, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE CITY'S WATER SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Truth or Consequences, Sierra County, New Mexico, is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the City now owns, operates and maintains a public water utility, and which the City hereby declares shall be continued to be operated as a public utility; and

WHEREAS, the City has heretofore provided for the imposition of rates and charges against users of the System; and

WHEREAS, the City is authorized under the Act to issue revenue bonds for the Project and the Series 2024 Bonds shall be issued pursuant to the Act; and

WHEREAS, the issuance of the Series 2024 Bonds will provide for the preservation of the public health, peace and safety; and

WHEREAS, it is in the best interest of the City that the Series 2024 Bonds be issued with a first lien on the Net Revenues; and

WHEREAS, the Bank of the Southwest has offered to purchase the Series 2024 Bonds, in the principal amount of \$4,811,000 at par and at an interest rate of 5.50% per annum pursuant to this Ordinance, plus accrued interest, if any, to the date of delivery; and

WHEREAS, all required authorizations, consents or approvals of any state, governmental body, agency or authority, in connection with the authorization, execution and delivery of the

Series 2024 Bonds which are required to have been obtained by the date hereof have been obtained, and which will be required to be obtained prior to the date of the issuance of the Series 2024 Bonds, will have been obtained by such date.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO:

Section 1. Definitions. In addition to words and terms elsewhere defined in this Ordinance, the following words and terms shall have the following meanings:

“Act” means the powers of the City under the authority given by the provisions of Sections 3-31-1 through 3-31-12 NMSA 1978, as amended and supplemented, and all enactments of the Commission relating to the issuance of the Series 2024 Bonds.

“Bond Fund” means the “City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2024, Interest and Bond Retirement Fund” created by Section 16 hereof.

“Bondholder”, “holder” or “owner” means any registered owner of the Series 2024 Bonds.

“City” means the municipal corporation, a body corporate and politic known as the “City of Truth or Consequences, New Mexico.”

“Commission” means the City Commission, or any succeeding legislative body of the City, as such governing body from time to time may be constituted and authorized to act and approve actions by a properly constituted quorum.

“Consulting Engineer” means any registered or licensed professional engineer or firm of such engineers having a wide and favorable reputé for skill and experience in the field of designing, preparing plans and specifications for, and supervising construction of water systems and facilities entitled to practice and practicing as such under the laws of the State of New Mexico.

“Debt Service Schedule” means the payment schedule for the Series 2024 Bonds as provided by the Purchaser, as the same may be revised in the event of partial prepayment of the Series 2024 Bonds.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the City as its fiscal year.

“Herein” or “hereby” or “hereunder” or “hereof” or “hereinbefore” or “hereinafter” refers to this Ordinance and not solely to the particular portion thereof in which such word is used.

"Income Fund" means the "Water Utility System Gross Income Fund" continued by Section 16 hereof.

"Independent Accountant" means an accountant employed by the State of New Mexico and under supervision of the State Auditor or any certified public accountant, registered accountant, or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid by the City who (a) is, in fact, independent and not under the domination of the City, (b) does not have any substantial interest, direct or indirect, with the City, and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

"Insured Bank" means a bank or savings and loan association insured by an agency of the United States and which invests public funds in accordance with the provisions of Section 6-10-10 NMSA 1978, as amended.

"Mayor" means the Mayor of the City, or if the form of government of the City is changed, the presiding officer of the City no matter how such officer may be designated.

"Net Revenues" means the Gross Revenues of the System less Operation and Maintenance expenses, which net revenues are pledged to the payment of the Series 2024 Bonds are provided herein.

"NMSA 1978" means the compilation of the laws of the State of New Mexico known as New Mexico Statutes Annotated, 1978 Compilation, as from time to time amended and supplemented.

"Operation and Maintenance Fund" means the "Operation and Maintenance Fund" continued herein.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the System, and shall include without limiting the generality of the foregoing, insurance premiums, reasonable charges of depository banks, paying agents and bond registrars, contractual services, professional services required by this Ordinance, salaries and System administrative expenses, labor, cost of materials and supplies used for current operations, legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System, any payments made to the City's general fund as payments in lieu of franchise taxes or fees or other City taxes or fees or other similar payments or transfers to other funds of the City, but shall not include any allowance for depreciation, liabilities incurred by the City as the result of negligence in the operation of the System, costs of improvements, extensions, enlargements or betterments, or any charges for the accumulation of reserves for capital replacements.

"Ordinance" means this ordinance.

“Outstanding” or “outstanding” means, on any particular date, the aggregate of such bonds issued and delivered under the City ordinance authorizing the issuance of such bonds except:

A. Those cancelled at or prior to such date or delivered to or acquired by the City at or prior to such date for cancellation;

B. Those which have been paid or are deemed to be paid in accordance with the City ordinance authorizing the issuance of the applicable bonds or otherwise relating thereto; and

C. Those in lieu of or in exchange or substitution for which other bonds have been delivered, unless proof satisfactory to the City and paying agent for the applicable bonds is presented that any bond for which a new bond was issued or exchanged is held by a bona fide holder in due course.

“Parity Obligations” or “Parity Bonds” means any other bonds and other obligations now or hereafter issued or incurred payable from the Net Revenues and issued or incurred with a lien on the Net Revenues on parity with the Series 2024 Bonds.

“Paying Agent” means the City Clerk-Treasurer or any successor thereto designated by the Commission to act in such capacity for the Series 2024 Bonds.

“Project” means construction financing for acquiring, extending, enlarging, bettering, repairing or otherwise improving the System.

“Project Fund” means the “City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2024, Project Fund” created by Section 14 hereof.

“Purchaser” means the Bank of the Southwest to whom the Series 2024 Bonds are to be originally sold and delivered.

“Registrar” means the City Clerk-Treasurer or any successor thereto designated by the Commission to act in such capacity for the Series 2024 Bonds.

“Revenues”, “Gross Revenues”, “income” or “gross income” means all income and revenues (including but not limited to interest income from the investment of System revenues) derived by the City from the operation of the System, or any part thereof, whether resulting from improvements, extensions, enlargements, repairs or betterments to the System, or otherwise, and includes all revenues derived by the City or any municipal corporation succeeding to the rights of the City, from the System and from the sale and use of water service and facilities, or any combination thereof, to the residents of what is now the City (including all territorial annexations which may be made while the Series 2024 Bonds or any part thereof are outstanding), or from the sale and use of water service and facilities, by means of the System owned and operated by the City as the same may at any time exist to serve customers outside the City limits as well as customers within the City limits.

“Series 2024 Bonds” means the “City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2024” authorized by Section 5 hereof.

“System” or “Utility” means the municipally owned public utility designated as the City's water utility system, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the City designated by the Commission as part of the water utility system, whether situated within or without the limits of the City.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Commission and the officers of the City directed toward the Project and toward the issuance of the Series 2024 Bonds and the sale of the Series 2024 Bonds to the Purchaser is hereby ratified, approved and confirmed.

Section 3. Authorization of Project. The Project shall be constructed and acquired at a total estimated cost not exceeding \$4,811,000 with costs in excess of the amount of the purchase price of the Series 2024 Bonds to be defrayed from sources other than proceeds from the issuance of the Series 2024 Bonds.

Section 4. Findings. The Commission hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. It is in the best interest of the City and its residents to undertake the sale of the Series 2024 Bonds.

B. Moneys available for the Project from all sources other than the issuance of the Series 2024 Bonds are not sufficient to accomplish the Project.

C. The issuance by the City of the Series 2024 Bonds under the Act to provide funds for the Project is necessary and in the interest of the public health, safety, morals and welfare of the residents of the City.

D. The Net Revenues may lawfully be pledged to secure the payment of the Series 2024 Bonds as set forth herein.

E. The net effective interest rate on the Series 2024 Bonds of 5.50% is less than the statutory maximum of 12% per annum.

Section 5. The Series 2024 Bonds.

A. Authorization. Pursuant to the findings of Section 4 hereof, it is hereby declared that the City, pursuant to the Act, shall issue and sell the Series 2024 Bonds. The Series 2024 Bonds, in the principal amount of \$4,811,000, are hereby authorized to be issued and sold at par to the Purchaser.

B. Details of the Series 2024 Bonds. There are hereby authorized and created a series of bonds designated as the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2024."

The Series 2024 Bonds shall be dated as of the date of issuance and delivery, shall be originally issued as one bond in the denomination of \$4,811,000, numbered R-1, shall be payable to the registered owner, and shall bear interest on the outstanding principal amount advanced under the Series 2024 Bonds at a rate of 5.50% per annum, calculated on the basis of a 365-day year, actual number of days elapsed. Both principal and accrued interest on the Series 2024 Bonds shall become due and payable on or about May 1, 2027 (i.e., thirty-six months after issuance of the Series 2024 Bonds).

The form, term, and provisions of the Series 2024 Bonds, in the form set forth in Section 12 hereof are hereby approved with only such changes therein as are not inconsistent with this Ordinance.

Section 6. Prior Redemption.

A. Optional Redemption, Date and Price. The Series 2024 Bonds are subject to prior redemption at the option of the City on any date, in whole or in part, as the City may determine, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Any partial redemption of the Series 2024 Bonds shall be in inverse order of principal maturity and, after principal redemptions, if any, interest thereafter shall accrue only upon the then outstanding principal amount of Series 2024 Bonds.

B. Notice. Notice of redemption shall be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail, or by electronic transmission, at least thirty (30) days prior to the redemption date to the registered owner of the Series 2024 Bonds to be redeemed at the address shown on the registration books kept by the Registrar as of the close of business of the Registrar on the fifth day prior to the mailing of notice. Notice of redemption shall specify the principal amount to be redeemed, the date fixed for redemption, and that on such redemption date there will become due and payable at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner provided above, the principal amount of the Series 2024 Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem the principal amount of the Series 2024 Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the principal amount of the Series 2024 Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Series 2024 Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the principal amount of the Series 2024 Bonds so called for redemption plus accrued interest to the redemption date.

Section 7. Signatures, Execution and Authentication of Series 2024 Bonds.

A. Filing of Signatures. Prior to the execution of any Series 2024 Bond, the Mayor and City Clerk-Treasurer may each file with the New Mexico Secretary of State his or her manual signature certified by him or her under oath pursuant to Sections 6-9-1 to 6-9-6 NMSA 1978, as amended; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Series 2024 Bonds.

B. Execution. The Series 2024 Bonds shall be signed with the engraved, imprinted, stamped or otherwise reproduced facsimile of the signature, or the manual signature, of the Mayor and shall be attested with the facsimile or the manual signature of the City Clerk-Treasurer. There shall be affixed to each Series 2024 Bond the printed, engraved, stamped or otherwise placed facsimile of, or imprint of, the City's corporate seal. The Series 2024 Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar. The Series 2024 Bonds when authenticated and bearing the manual or facsimile signature of the officers in office at the time of signing thereof shall be valid and binding special obligations of the City, notwithstanding that before delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer, at the time of the execution of the Series 2024 Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Series 2024 Bonds or certificates pertaining to the Series 2024 Bonds.

C. Authentication. No Series 2024 Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been fully executed if manually signed and inscribed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 2024 Bonds issued hereunder.

Section 8. Negotiability. The Series 2024 Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Bondholder shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code--Investment Securities.

Section 9. Payment and Presentation of Series 2024 Bonds for Payment. Principal and interest on the Series 2024 Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal and interest on the Series 2024 Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the 5th calendar day next preceding the payment date (the "Record Date"). If any payment on the Series 2024 Bonds remains unpaid when due, the payment shall continue to bear interest at the rate or rates designated in, and applicable to, the Series 2024 Bonds. The records of the Paying Agent and the Registrar with respect to payments paid to the registered owners of the Series 2024 Bonds shall be conclusive and no posting or notation of payments on the Series 2024 Bond forms shall be required.

Section 10. Registration, Transfer, Exchange and Ownership of Series 2024 Bonds.

A. Registration, Transfer and Exchange. The City shall cause books for registration, transfer, and exchange of the Series 2024 Bonds as provided herein to be kept at the principal office of the Registrar. Upon surrender for transfer or exchange of the fully registered Series 2024 Bonds at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar shall, without cost to the registered owner, authenticate and deliver, not more than three (3) business days after receipt of the Series 2024 Bonds to be transferred, in the name of the transferee or registered owner, as appropriate, a new Series 2024 Bond or Series 2024 Bonds in authorized denominations, in fully registered form of the same aggregate principal amount, maturity and interest rate.

B. Limitations. The Registrar shall not be required to transfer or exchange any Series 2024 Bonds (i) during the period of fifteen (15) days next preceding mailing of notice calling the Series 2024 Bonds for prior redemption as herein provided, or (ii) after mailing to the registered owner of notice calling such Series 2024 Bonds for prior redemption as herein provided. The Registrar shall close books for change of registered owners' addresses five (5) days prior to each payment date. Transfers shall be permitted within the five (5) days prior to each payment date; such transfer shall not include a transfer of the principal and interest payable on such payment date.

C. Owner of Series 2024 Bonds. The entity in whose name the Series 2024 Bonds are registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either the principal of or interest on the Series 2024 Bonds shall be made only to or upon the order of the registered owner thereof or his legal representative as stated herein, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2024 Bonds to the extent of the sum or sums so paid.

D. Lost Series 2024 Bonds. If the Series 2024 Bonds shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such Series 2024 Bonds, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, authenticate and deliver replacement Series 2024 Bonds of a like aggregate principal amount and of the same series, maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If any such lost, stolen, destroyed or mutilated Series 2024 Bonds shall have matured, the Registrar may request the Paying Agent to pay such bond in lieu of replacement.

Section 11. Special Obligations. The Series 2024 Bonds, together with interest accruing thereon, shall be payable and collectible solely out of Net Revenues, the revenues of which are so pledged, and the Bondholders may not look to any general or other municipal fund for the payment of principal and interest on such obligations, except the designated special funds pledged therefor. The Series 2024 Bonds shall not constitute indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation, nor shall they be considered or

held to be general obligations of the City. Nothing herein shall prevent the City from using any other legally available funds for the payment of the principal of and interest on the Series 2024 Bonds, in its sole discretion.

Section 12. Form of Series 2024 Bonds. The Series 2024 Bonds and the forms of authentication and assignment to be attached thereto shall be in substantially the following form with such changes therein as are not inconsistent with this Ordinance.

(Form of Series 2024 Bonds)

UNITED STATES OF AMERICA
STATE OF NEW MEXICO COUNTY OF SIERRA
CITY OF TRUTH OR CONSEQUENCES
WATER SYSTEM IMPROVEMENT REVENUE BONDS
SERIES 2024

No. R-1 **\$4,811,000**

Interest Rate	Maturity Date	Date of Bonds
5.50%	[May 1], 2027	April __, 2024

REGISTERED OWNER: BANK OF THE SOUTHWEST

PRINCIPAL AMOUNT: FOUR MILLION EIGHT HUNDRED ELEVEN THOUSAND DOLLARS

The City of Truth or Consequences, New Mexico (the “City”) for value received, hereby acknowledges itself indebted and promises to pay, but only from the sources and in the manner provided for herein, to the Registered Owner stated above, or its registered assigns, in lawful money of the United States of America the principal amount stated above, together with interest thereon, in the amounts and on the dates set forth in the debt service schedule provided by the Registered Owner, until full payment of the principal amount plus accrued interest has been made. This bond shall bear interest on the outstanding principal advanced on the Series 2024 Bonds at the rate of 5.50% per annum, calculated on the basis of a 365-day year, actual number of days elapsed. Both principal and accrued interest on the Series 2024 Bonds shall become due and payable on the Maturity Date. Payment on the Series 2024 Bonds shall be payable upon presentation and surrender of the Series 2024 Bonds to the City Clerk-Treasurer, as Paying Agent. If any payment of this bond is not made as herein provided, the payment shall continue to bear interest at the Interest Rate stated above until the payment is paid in full. The principal and interest on this bond are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent or Registrar.

This bond is a fully registered bond of the City in the aggregate principal amount of \$4,811,000, designated as the “City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2024” (the “Series 2024 Bonds”) issued under and pursuant to City Ordinance No. 763 (the “Bond Ordinance”).

This bond may be redeemed, in whole or in part, at the option of the City on any date on at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

Notice of redemption will be given by providing at least thirty (30) days prior written notice by first-class, postage prepaid mail to the owner of the Series 2024 Bonds, to be redeemed at the address shown on the registration books as of the close of business of the Registrar on the fifth day prior to the mailing of notice. The notice of redemption shall specify the redemption date and the principal amount thereof, plus accrued interest to the redemption date, and that from and after such date interest will cease to accrue. Notice having been given in the manner provided above, the Series 2024 Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem the Series 2024 Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Series 2024 Bonds to be redeemed shall not be deemed to be outstanding and shall cease to bear interest from and after such redemption date.

Upon surrender for transfer or exchange of this bond at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar will authenticate and deliver in the name of the transferee or registered owner, as appropriate, a new bond in fully registered form of the same outstanding principal amount, maturity and interest rate, in an authorized denomination. The person in whose name any Bond is registered will be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal of and interest on the Series 2024 Bonds will be made only to or upon the order of the registered owner thereof or his legal representative. All such payments will be valid and effectual to satisfy and discharge the liability upon the Series 2024 Bonds to the extent of the sum so paid.

This bond and the payments of principal hereof and interest hereon do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the City and is payable and collectible solely out of the net revenues of the City's water utility system (the "Net Revenues") as more particularly described in the Bond Ordinance. The holder of this bond may not look to any general or other municipal fund for payment of the principal of or interest on this bond. The City has covenanted to pay the Net Revenues an amount sufficient to pay specified operation and maintenance expenses of the System, and the regularly scheduled payments on the Series 2024 Bonds and other Parity Obligations when due. For a more complete description of the nature and extent of the security, reference is made to the Bond Ordinance.

The Series 2024 Bonds are issued by the City for the purpose of construction financing for acquiring, extending, enlarging, bettering, repairing or otherwise improving the City's Water Utility System (the "Project").

The Series 2024 Bonds are secured by a pledge of the Net Revenues. The Series 2024 Bonds constitute an irrevocable first lien (but not an exclusive first lien) upon the Net Revenues

on parity with the lien thereon of the City's outstanding Parity Obligations (as defined in the Bond Ordinance). Additional bonds may be issued and made payable from the Net Revenues, subject to express conditions, having a lien thereon on parity with the lien of the Series 2024 Bonds in accordance with the provisions of the Bond Ordinance. The City covenants and agrees with the owner of this bond and with each and every person who may become the owner hereof that it will keep and perform all of the covenants of the Bond Ordinance.

The Series 2024 Bonds will not be entitled to any benefit under the Bond Ordinance or become valid or obligatory for any purpose until an authorized officer of the Registrar has manually signed the Certificate of Authentication hereon.

It is hereby certified that all acts and conditions necessary to be done or performed by the City or to have happened precedent to and in the issuance of the Series 2024 Bonds to make them legal, valid and binding special obligations of the City have been performed and have happened, as required by law, and that the Series 2024 Bonds do not exceed or violate any constitutional, statutory or charter limitation. No member of the City Commission, or any officer or employee of the City, including those executing this bond, shall be personally liable on any Series 2024 Bonds.

IN WITNESS WHEREOF, the City of Truth or Consequences, in the State of New Mexico, has caused this bond to be signed and executed on the City's behalf by the signatures of its Mayor and City Clerk-Treasurer and has caused the seal of the City to be affixed hereon all as of the Date of Bond specified above.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

By _____
Mayor

[SEAL]

By _____
Clerk-Treasurer

(Form of Certificate of Authentication)

Date of Registration: _____

This bond is one of the Series 2024 Bonds authorized to be issued by and under the provisions of the Bond Ordinance.

By _____

Clerk-Treasurer

Truth or Consequences, New Mexico

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT CLAUSE

For value received, the undersigned sells, assigns and transfers unto _____, whose social security or tax identification number is _____, the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ as legal representative to transfer the within bond on the books of the Registrar, with full power of substitution in the premises.

DATED: _____

NOTE: The above signature must correspond with the name as written on the face of the within bond in every particular.

(End of Form of Assignment)

(End of Form of Bonds)

Section 13. Sale of Series 2024 Bonds. The sale and award of the Series 2024 Bonds to the Purchaser are hereby ratified, approved and confirmed. The Mayor and other City officers are hereby authorized to do all things necessary and consistent with this Ordinance in connection with the sale, issuance and delivery of the Series 2024 Bonds.

Section 14. Delivery of the Series 2024 Bonds and Disposition of Proceeds. When the Series 2024 Bonds have been duly executed and authenticated, they shall be delivered to the

Purchaser. By purchasing the Series 2024 Bonds, the Purchaser agrees to pay to the City the principal amount of the Series 2024 Bonds.

The City shall account for the proceeds of the Series 2024 Bonds as follows:

A. Accrued Interest. The Series 2024 Bonds shall be dated as of the date of actual issuance and delivery and no accrued interest shall be payable by the Purchaser for the period prior to the date of actual issuance and delivery of the Series 2024 Bonds.

B. Sale Proceeds. The proceeds from the sale of the Series 2024 Bonds, as advanced by the Purchaser, shall be deposited by the City promptly upon the receipt thereof in a separate account in an Insured Bank, designated by the City, which account is hereby created and shall be known as the "City of Truth or Consequences, New Mexico Water System Improvement Revenue Bonds, Series 2024, Project Fund." The Insured Bank shall be required to pledge collateral security for all deposits in the Project Fund in accordance with the laws of the State of New Mexico, and laws and regulations of the United States of America. The monies in the Project Fund, except as herein otherwise specifically provided, shall be used and paid out solely for the purposes specified in this Ordinance.

C. Purchaser Not Responsible. The Purchaser of the Series 2024 Bonds shall not be responsible for the application or disposal by the City or by its officers of the funds derived from the sale thereof or of any other funds herein designated.

Section 15. The Project Fund.

A. Withdrawals. Monies shall be withdrawn from the Project Fund for the Project by the Mayor and the City Manager.

B. Disposition of Unspent Amounts in the Project Fund. When all work on the Project is completed in accordance with the plans and specifications and all amounts due therefor are paid, the Consulting Engineer shall file with the City a certificate so stating, and thereupon the City shall cause the Insured Bank to transfer to the Bond Fund all funds remaining in the Project Fund, if any, and such proceeds shall be promptly used to pay debt service on the Series 2024 Bonds.

Section 16. Special Funds.

A. The Income Fund is hereby continued. The Water Utility System Gross Income Fund shall be used for the deposit of the Gross Revenues of the System and shall be a special fund, not part of the general treasury or general fund of the City.

B. The Operation and Maintenance Fund is hereby continued as a separate account in the Income Fund and shall be used for the deposit of revenues of the System to be used for the payment of Operation and Maintenance Expenses of the System as set forth in Section 17 of this Ordinance.

C. The Bond Fund is hereby created as a separate account in the Income Fund and shall be used for deposit of Net Revenues of the System to be used for the payment of principal and interest on the Series 2024 Bonds as set forth in Section 17 hereof.

Section 17. Administration of Income Fund. So long as the Series 2024 Bonds shall be outstanding either as to principal or interest, or both, the Gross Revenues of the System shall be set aside and deposited into the Income Fund and the following monthly payments shall be made from the Income Fund:

A. Operation and Maintenance Expenses. Money in the Income Fund shall first be disbursed to make deposits into the Operation and Maintenance Fund. There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current Operation and Maintenance Expenses of the month.

B. Bond Fund. Second and concurrently with the monthly payments required by paragraph C of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited to the Bond Fund the following:

(1) Monthly, commencing on the first of the month immediately succeeding the issuance and delivery of the Series 2024 Bonds, an amount which is necessary, together with any moneys therein and available therefor, to pay the payment of principal and interest on the Series 2024 Bonds at the Maturity Date; and

(2) If prior to the Maturity Date, there has been accumulated in the Bond Fund the entire amount necessary to pay the principal and interest due on the Maturity Date, the payment required in subparagraph (1) of this subsection, may cease or be appropriately reduced.

Except as provided in paragraph 1 of this Section, the moneys in the Bond Fund shall be used only to pay the principal of and interest on the Series 2024 Bonds as the same become due.

C. Payment of the Additional Parity Obligations. Concurrently with the payments required by paragraph B of this Section, and subject to and after the payments required by paragraph A of this Section, any balance remaining in the Income Fund shall be used by the City for the payment of principal of and interest on the Parity Obligations (including, in each case, reserves therefor), if any, issued and payable from the Net Revenues, as the same accrue.

D. Payment of Subordinate Obligations. Third, and subject to and after the payments required by paragraphs A through C of this Section, from any monies remaining in the Income Fund, there shall be made the payment of interest on and principal of, and reserves for, additional bonds or other obligations hereafter authorized to be issued and payable from the Net Revenues with a lien thereon which is subordinate and junior to the lien thereon of Parity Obligations.

E. Use of Surplus Revenues. Gross Revenues accumulated over and above that needed to pay Operating and Maintenance Expenses and debt service for any outstanding obligations may only be retained or used to make prepayments on the Parity Obligations or subordinate obligations or for System improvements. Gross Revenues cannot be used to pay any expenses which are not directly incurred for the System.

Section 18. General Administration of Funds. The funds designated in Sections 16 and 17 shall be administered and invested as follows:

A. Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be deposited in one or more bank accounts in an Insured Bank or Banks. Each fund shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the stated purpose. Payments shall be made into the proper account not later than the first day of the month except when the first day shall be a Sunday or legal holiday, and then payment shall be made on the next succeeding business day. No later than three (3) days prior to each payment date, moneys sufficient to pay interest and principal then due on the Series 2024 Bonds shall be transferred to the Paying Agent. Nothing in this Ordinance shall prevent the Commission from establishing one or more bank accounts in an Insured Bank or Insured Banks for all the funds required by this Ordinance or, except for the Project Fund which must be maintained as a separate account, shall prevent the combination of such funds and accounts with any other bank account or accounts for other funds and accounts of the City.

B. Investment of Moneys. Moneys in any fund or account not immediately needed may be invested in any investment permitted by law. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account. The City Clerk-Treasurer shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund or account whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

Section 19. Lien on Net Revenues. The Series 2024 Bonds shall constitute an irrevocable first lien (but not an exclusive first lien) on, and the City hereby grants to the owners of the Series 2024 Bonds a security interest in, the Net Revenues as set forth herein and on parity with any existing Parity Obligations or future Parity Obligations which may be issued. The Net Revenues are hereby authorized to be pledged and are hereby pledged and the City grants a security interest therein and in the funds on deposit in the Bond Fund and Project Fund for the payment of the principal of and interest on the Series 2024 Bonds.

Section 20. Additional Bonds or Other Obligations Payable from Net Revenues.

A. Earnings Test. Nothing in this ordinance contained shall be construed to prevent the issuance by the City of additional Parity Obligations payable from the Net Revenues and constituting a lien upon said revenues on a parity with, but not prior or superior to the lien of the Series 2024 Bonds, nor to prevent the issuance of bonds or other obligations refunding all or

a part of the Series 2024 Bonds, provided, however, that before any such additional Parity Obligations are authorized or actually issued, the following tests shall be satisfied:

(1) The City is not, and has not been in default as to making any payments required by Section 17 hereof during the twelve months immediately preceding the issuance of such additional Parity Obligations, or if none of the Series 2024 Bonds have been issued and Outstanding for a period of at least twelve months, then for the longest period of time any of such Series 2024 Bonds have been issued and Outstanding; and

(2) The Net Revenues for the Fiscal Year immediately preceding the date of issuance of such additional Parity Obligations shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined average annual principal and interest requirements coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations payable from and constituting a lien upon the Net Revenues and the additional Parity Obligations proposed to be issued (excluding any reserves therefor).

B. Certification or Opinion of Earnings. A written certification or opinion by an Independent Accountant or the City Manager that Net Revenues for the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Obligations are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver the proposed additional Parity Obligations on a parity with the Series 2024 Bonds.

C. Consideration of Additional Revenue Permitted. In determining whether or not additional Parity Obligations may be issued as aforesaid, consideration may be given to any probable increase in the estimated Net Revenues of the System that may result from the expenditure of funds proposed to be derived from the issuance and sale of the proposed additional Parity Obligations or an increase in System rates.

D. Subordinate Obligations Permitted. Nothing herein contained shall be construed to prevent the City from issuing bonds or other obligations payable from the revenues of the System and having a lien thereon subordinate, inferior and junior to the lien of the Series 2024 Bonds.

E. Superior Obligations Prohibited. Nothing herein contained shall be construed to permit the City to issue bonds or other obligations payable from the revenues of the System and having a lien thereon prior and superior to the lien of the Series 2024 Bonds.

Section 21. Refunding Bonds. The provisions of Section 20 hereof are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time the Commission shall find it desirable to refund the Outstanding Series 2024 Bonds, the Series 2024 Bonds may be refinanced and paid, in whole or in part, in advance of their maturity.

B. Limitations upon Issuance of Parity Refunding Obligations. No refunding bonds or other refunding obligations payable from any revenues of the System shall be issued on a parity with the Series 2024 Bonds, unless the refunding bonds or other refunding obligations are issued in compliance with paragraph A of Section 20 hereof.

C. Limitations upon Issuance of any Refunding Obligations. Any refunding bonds or other refunding obligations payable from any revenues of the System shall be issued with such details as the Commission may provide by ordinance.

Section 22. Protective Covenants. The City covenants and agrees with each and every holder of the Series 2024 Bonds:

A. Public Utility. The municipal water facilities of the City shall continue to constitute a public utility designated as the System and shall hereafter be operated and maintained as a public utility.

B. Use of Series 2024 Bonds Proceeds. The City, with the proceeds derived from the sale of the Series 2024 Bonds, shall proceed to complete and acquire the Project without delay.

C. Payment of the Series 2024 Bonds. The City shall promptly pay the principal of and interest on the Series 2024 Bonds at the place, on the dates, and in the manner specified herein. Principal and interest on the Series 2024 Bonds are payable solely from Net Revenues, and the special funds herein authorized for such purpose.

D. City's Existence. The City shall maintain its corporate identity and existence so long as the Series 2024 Bonds remain outstanding, unless another political subdivision or authority by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of the holder of the Series 2024 Bonds.

E. Impairment of Contract. Except with the approval of the holder of the Outstanding Series 2024 Bonds, the City agrees that this Ordinance shall not be repealed or otherwise directly or indirectly modified, in such a manner as to adversely affect the Outstanding Series 2024 Bonds.

F. Use Charges. Rates for services rendered by the System shall be reasonable and just, taking into account the cost and value of the System, Operation and Maintenance Expenses, proper allowances for depreciation and the amounts necessary to retire all bonds payable from Net Revenues, and any reserves therefor. There shall be charged against all users, including the City, rates and amounts, which shall be increased from time to time if necessary, sufficient to produce revenues to pay the annual Operation and Maintenance Expenses, and 120% of the combined average annual principal and interest requirements on all outstanding Parity Bonds and other obligations payable from Net Revenues. No free services of the System shall be furnished by the City. Any use of the System by the City shall be paid for from the City's general fund at the reasonable value of the use so made. Income so derived from

the City shall be treated in the same manner as any other System income. The City is granted a statutory lien upon realty for unpaid rates and charges pursuant to Section 3-23-6 NMSA 1978. The City covenants and agrees that it will cause any lien on each property to be perfected and enforced in accordance with the provisions of Sections 3-23-6 and 3-36-1 through 3-36-7 NMSA 1978.

G. Levy and Reduction of Charges. Prior to the delivery of the Series 2024 Bonds, the City has established and levied the required rates and charges for use of the System. No reduction in any initial rate schedule may be made unless:

(1) The City has complied with Section 17 hereof for at least one Fiscal Year immediately preceding such reduction; and

(2) The audit for the one full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule will be sufficient to meet the requirements of paragraph F of this Section.

H. Efficient Operation. The City shall operate the System as long as the Series 2024 Bonds are outstanding and shall make such improvements and repairs to the System as may be necessary to insure its economical and efficient operation and its ability to meet demands for service and its continual operation and maintenance in good condition.

I. Records of System. Separate records will be kept showing complete and correct entries of all transactions relating to the System. Such records shall include monthly entries showing the number of customers, the revenues received, a detailed statement of expenses, and such other items as deemed relevant.

J. Right to Inspect. The Purchaser or any other owner of the Series 2024 Bonds or their duly authorized agents shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto.

K. Audits and Budgets. So long as the Series 2024 Bonds shall be Outstanding, the City shall furnish to the Purchaser, and to any owner or owners or insurers of the Series 2024 Bonds who has requested the same, not later than thirty (30) days after the close of each three-month fiscal period, complete operating and income statements of the System in reasonable detail covering such three-month period, and, not later than sixty (60) days after the close of each fiscal year, complete financial statements of the System to the owner of the Series 2024 Bonds covering such fiscal year. In addition, the City will prepare and adopt prior to the beginning of each fiscal year, a budget for the ensuing fiscal year for the System, such budget to include an estimate of revenues and expenses during such fiscal year.

L. Billing Procedure and Discontinuance of Service. All System bills shall be sent out on a regularly established day of each month in advance or after service is rendered. If bills are not paid within a reasonable time after such date, they shall be collected in any lawful manner. Upon nonpayment of charges, water service will be discontinued if permitted by law and will be restored only upon payment of the delinquent amounts plus the cost of restoration.

M. Use of Bond Fund. The Bond Fund shall be used solely and only, and said funds are hereby pledged, for the purposes set forth in this Ordinance.

N. Charges and Liens upon System. The City, from Revenues, will pay all taxes and governmental charges lawfully levied in respect of the System when due. The City will comply with all valid requirements of any governmental authority relative to the System and will not create or permit to be created any lien or charge on the System or the Revenues except as permitted herein. The City will satisfy within sixty days after the same shall accrue all lawful claims and demands which might by law become a lien on the System or upon the Revenues unless the validity thereof is being contested in good faith by appropriate legal proceedings.

O. Insurance. The City, in its operation of the System, will carry fire and extended coverage insurance, public liability insurance and other types of insurance in such amounts and to such extent as is normally carried by private corporations operating facilities of the same type. The City will also maintain, as provided by law, a self-insurance fund to cover workmen's compensation insurance or will carry equivalent insurance. The cost of insurance shall be considered one of the Operation and Maintenance Expenses of the System. In the event of property loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged, any remainder shall be treated as Net Revenues, and shall be subject to distribution in the manner provided hereinabove in Section 17, for Net Revenues derived from the operation of the System. Nothing herein shall prevent the City from establishing a funded self-insurance program.

P. Competing System. The City shall not grant any franchise or license to a competing system, or permit any person or organization to sell water service and facilities within the City (unless required to do so by law). To the extent permitted by law, the City will require all residents to connect to the System facilities.

Q. Alienating System. While the Series 2024 Bonds are outstanding, the City will not sell, lease, mortgage, pledge or otherwise alienate the System, or any part thereof. In the event of any sale as aforesaid, the proceeds of such sale shall be distributed as Net Revenues in the manner provided hereinabove in Section 17 hereof.

R. Extension of Interest Payments. The City will not extend or be a party to the extension of the time for paying any claim for interest on the Series 2024 Bonds. Any installment of interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Ordinance except subject to the prior payment in full of the principal of all Series 2024 Bonds and interest which has not been extended.

S. Management of the System. The City shall employ competent and experienced management personnel for the System. If an "event of default" shall occur and continue for a period of sixty (60) days or if the Net Revenues in any Fiscal Year fail to equal principal, interest and reserve requirements for all Outstanding Parity Obligations and other obligations payable from the Net Revenues, the City shall retain an independent consultant who is qualified in the management of facilities similar to the System, to assist in the management of

the System so long as such event of default continues or the Net Revenues are less than the amount designated.

T. Fidelity Bonds. Each municipal official responsible for receiving income and maintaining the accounts of the System shall be bonded at all times, which bond shall be conditioned upon the proper allocation of such income. The cost of each bond shall be considered one of the Operation and Maintenance Expenses of the System.

U. Performing Duties. To the extent permitted by applicable law, the City will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State of New Mexico and the ordinances and resolutions of the City, including but not limited to, the making and collecting of reasonable and sufficient rates and charges for services rendered or furnished by the System as hereinbefore provided.

V. Service Connections. The City shall provide adequate service to all persons within the service area of the System who can feasibly and legally be served.

Section 23. Events of Default. It is an "event of default" if:

A. Nonpayment of Principal. Payment of principal of any Series 2024 Bonds is not made when due either at maturity or by proceedings for prior redemption, or otherwise; or

B. Nonpayment of Interest. If payment of any installment of interest shall not be made when the same becomes due and payable; or

C. Incapable to Perform. The City becomes incapable of fulfilling its obligations hereunder; or

D. Default of any Provision. The City defaults in the punctual performance of any other of its covenants hereunder for sixty (60) days after written notice shall have been given to the City by the holders of twenty-five percent (25%) of the principal amount of the Series 2024 Bonds then outstanding.

Section 24. Remedies on Default. Upon the happening and continuance of any event of default, the holder or holders of not less than twenty-five percent (25%) of the principal amount of the Series 2024 Bonds then outstanding, or a trustee therefor, may protect and enforce the rights of any owner of Series 2024 Bonds by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenant, the appointment of a receiver (the consent to such appointment being hereby granted), injunctive relief or requiring the Commission to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all owners of Series 2024 Bonds. Any receiver appointed to protect the rights of owners of Series 2024 Bonds may take possession and operate and maintain the System in the same manner as the City itself might do. The failure of the owner of the Series 2024 Bonds to proceed does not relieve the City or any person of any liability for failure to perform any duty hereunder. The foregoing rights are in

addition to any other rights and the exercise of any right by any owner of the Series 2024 Bonds shall not be deemed a waiver of any other right.

Section 25. Duties upon Default. Upon the happening of any event of default, the City will perform all proper acts to protect and preserve the security created for the prompt payment of the principal of and interest on the Series 2024 Bonds. The holders of not less than twenty-five percent (25%) in the principal amount of the Series 2024 Bonds, after written demand, may proceed to protect and enforce the rights provided by this Section and by Section 24.

Section 26. Amendment of Ordinance. This Ordinance may not be amended without the written consent of the owner of the Series 2024 Bonds.

Section 27. Delegated Powers. The officers of the City be, and they hereby are, authorized and directed to take all action required by this Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions of this Ordinance, including, without limiting the generality of the foregoing, any required printing of the Series 2024 Bonds and the execution of such certificates as may be required by the Purchaser or bond counsel.

Section 28. Repeal. This Ordinance shall not be repealed unless the Series 2024 Bonds have been discharged in full or provision has been fully made therefor.

Section 29. Limitation of Action. After the passage of 30 days from the publication required by Section 32 hereof, any action attacking the validity of any proceedings had or taken by the City preliminary to and in the authorization and issuance of the Series 2024 Bonds, shall be perpetually barred.

Section 30. Severability Clause. 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 31. Effective Date. Upon its adoption, final passage and approval, this Ordinance shall be recorded in the book of ordinances of the City kept for that purpose and authenticated by the signatures of the Mayor and the City Clerk-Treasurer and the seal of the City affixed hereto. The title and general summary of the subject matter contained in this Ordinance (set out in Section 32 hereof) shall be published in a newspaper which is of general circulation in the City in accordance with law, and the Ordinance shall be in full force and effect five days after such publication and posting as provided by law.

Section 32. General Summary for Publication. 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 Ordinance No. 763 (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on March 13, 2024. 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:

AUTHORIZING THE ISSUANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO WATER SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2024, IN THE PRINCIPAL AMOUNT OF FOUR MILLION EIGHT HUNDRED ELEVEN THOUSAND DOLLARS (\$4,811,000) FOR THE PURPOSE OF CONSTRUCTION FINANCING FOR ACQUIRING, EXTENSION, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE CITY'S WATER SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

The title sets forth a general summary of the subject matter contained in the Ordinance. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

(End of Form of Summary of Ordinance for Publication)

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF MARCH, 2024.

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 13th day of March, 2024.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: G.3

SUBJECT: Resolution No. 32 23/24 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: February 8, 2024

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

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

Recommendation:

Approval Resolution No. 32 23/24 Budget Adjustment Requests for Fiscal Year 2023-2024

Attachments:

Resolution No 32 23/24

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 2-14-24



RESOLUTION NO. 32 23/24

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2023-2024.

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

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2023-2024; and

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

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

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

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

PASSED, ADOPTED and APPROVED this **14th day of February, 2024**.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

For Local Government Division use only:

[illegible]

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

[illegible]

ATTEST:

Angela Torres, Clerk-Treasurer

(Date)

Rolf Hechler, Mayor

(Date)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: G4

SUBJECT: Resolution No. 33 23/24 authorizing and approving the submission of a completed application for financial assistance and project approval to NMFA for the Colonias Infrastructure Fund Waterline Replacement Project

DEPARTMENT: Community Development

DATE SUBMITTED: February 8, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

Waterline Replacement

Recommendation:

Approve Resolution 33 23/24

Attachments:

Resolution 33 23/24

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

Fiscal Impact (Finance): Yes

The financial assistance requested is in the amount of \$4,400,000 with a 10% cash match of \$440,000

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 2-14-24

RESOLUTION NO. 33 23/24

**A RESOLUTION AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION
FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE
AUTHORITY FOR THE COLONIAS INFRASTRUCTURE FUND.**

WHEREAS, the City of Truth or Consequences ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Colonias Infrastructure Act, Sections 6-30-1 through 6-30-8, NMSA 1978 ("Act"), and the City Commission ("Governing Body") is authorized to borrow funds and/or issue bonds for the financing of public projects for benefit of the City; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for the financing of projects from the Colonias Infrastructure Fund created under the Act and has developed an application procedure whereby the City may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the City intends to undertake design and construction service for the Waterline Replacement Project ("Project") for the benefit of the City and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving the submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, that the project type falls under Water Infrastructure and to undertake design and construction services for the Waterline Replacement project. The financial assistance requested is in the amount of \$4,400,000. The City is committed to a 10% match of \$440,000.

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved, and confirmed.

Section 2. That the submission of the application requesting funding from the Colonias Infrastructure Fund, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 14th day of February 2024.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: G.5

SUBJECT: Resolution No 34 23/24 authorizing and approving the submission of a completed application for financial assistance and project approval to NMFA for the Colonias Infrastructure Fund WWTP Bar Screen Replacement Project.

DEPARTMENT: Community Development

DATE SUBMITTED: February 8, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

The facility's entrance works includes a mechanical barscreen, an influent liftstation, in-pipe flow measurement on the pump discharge header (magmeter), and centrifugal grit removal (pistagrit). The mechanical barscreen was damaged during a flood several years ago and has been offline ever since and the grit removal system has been non-functional for an indeterminate length of time. The screening is now done by a back-up bar-rack located in a pit (at the interceptor sewer invert elevation) which is manually cleaned by the operators. The current arrangement allows too much coarse debris to pass into the downstream treatment processes, potentially damaging mechanical equipment, such as pumps and valves. Attempts to acquire flood funding were unsuccessful as the infrastructure can't be repaired back to existing condition prior to the flood as it is outdated and parts are unavailable. Project requires new construction.

Recommendation:

Approve Resolution 34 23/24

Attachments:

Resolution 34 23/24

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

Fiscal Impact (Finance): Yes

The financial assistance requested is in the amount of \$1,250,000 with a 10% cash match of \$125,000

Legal Review (City Attorney): Choose an item.

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Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 2-14-24

RESOLUTION NO. 34 23/24

A RESOLUTION AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY FOR THE COLONIAS INFRASTRUCTURE FUND.

WHEREAS, the City of Truth or Consequences ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Colonias Infrastructure Act, Sections 6-30-1 through 6-30-8, NMSA 1978 ("Act"), and the City Commission ("Governing Body") is authorized to borrow funds and/or issue bonds for the financing of public projects for benefit of the City; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for the financing of projects from the Colonias Infrastructure Fund created under the Act and has developed an application procedure whereby the City may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the City intends to undertake design and construction service for the Waterline Replacement Project ("Project") for the benefit of the City and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving the submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, that the project type falls under Wastewater Infrastructure and to undertake design and construction services for the WWTP Bar Screen Replacement Project. The financial assistance requested is in the amount of \$1,250,000. The City is committed to the 10% match of \$125,000.

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved, and confirmed.

Section 2. That the submission of the application requesting funding from the Colonias Infrastructure Fund, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 14th day of February 2024.

Rolf Hechler, Mayor

ATTEST:

Angela Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: G.6

SUBJECT: Discussion/Action: Resolution No. 35 23/24 Requiring the Prompt Removal of Accumulated Rubbish, Junk, Trash and Refuse from the Property at 731 Wyona Street

DEPARTMENT: Community Development

DATE SUBMITTED: February 8, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

Property has been served with letters of violation pertaining to accumulation of rubbish, junk, trash and refuse. No attempts to remediate the property have been made. Occupant has been through the Municipal Court Process and City Commission approved Resolution 18 22/23 for abatement on 11-16-2022. Staff have been unable to procure outside abatement services due to potential health hazard exposure and physical injury. Past and current photos show no attempt of property owner to clean property but instead show additional accumulation. Staff would like to now proceed with abatement services internally and proceed with property abatement.

Recommendation:

Approve Resolution 35 23/24

Attachments:

- Letter from Fire Chief
- Photos from Nov 2022
- Photos from Feb 2024
- Municipal Code References
- Resolution 35 23/24

Fiscal Impact (Finance): Yes

City will need to procure roll off dumpsters and ensure all staff are equipped with PPE prior to property abatement. All costs will be accounted for and a lien placed on the property.

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 2-14-24

FEBRUARY 2024 PHOTOS

































TRUTH OR CONSEQUENCES
FIRE
DEPARTMENT

February 9th, 2024

City Manager & Commissioners,

The said property at 731 Wyona Street in Truth or Consequences, New Mexico is in violation of Section 5-72 of the City Code of Ordinances. Please address this dangerous condition for the health and safety of the citizens of Truth or Consequences and the personnel of the fire department.



Sec. 5-72. - Dangerous conditions; correction.

(a) If the Chief of the Fire Department shall find on such inspection of such premises, building, or structure any rubbish, debris, waste, or inflammable or combustible materials, and that the same is not so arranged or disposed as to afford reasonable safeguard against the dangers of fire; if he shall find that the articles, materials, goods, wares, and merchandise on or in such premises, building, or structure are so arranged and disposed that the occupants thereof, or persons rightfully on or in such building would not, because of such arrangement and disposition, be afforded reasonable access to the exits of the premises, building, or structure in case of fire; if he shall find that by reason of such arrangement or disposition, the members of the Fire Department would unnecessarily and unreasonably be interfered with in the exercise of their duties in and about such premises, building, or structure in case of fire in such structure, he may order in writing the removal of such rubbish, debris, waste, or inflammable or combustible materials from such premises, building, or structure, or the disposing and arranging of the same on or in such premises, building, or structure in such a manner as will remove such danger from fire. He



may also order in writing that such articles, materials, goods, wares, or merchandise be so arranged and disposed on or in such premises, building, or structure that the occupants thereof, or the persons rightfully on or in such building, will be afforded all reasonable access to the exits from the building in case of fire. The members of the Fire Department will be afforded all reasonable facilities for the discharge of their duties in or about the premises, building, or structure in case of fire.

(b) If he shall also find that such building is in a dangerous or unsafe condition so as to endanger the public health and safety, he shall report such building to the Governing Body who shall, if it so deems necessary, order such premises to be removed or demolished, or placed in such condition as will comply with the provisions of this Code applying to the zone or section of the City within which such structure is located.

(Code 1962, § 3-2-2)

Thank you,

Paul Tooley, Chief
Truth or Consequences Fire Department

Sec. 5-71. Access to premises.

The Chief of the Fire Department is hereby empowered and authorized, at any and all reasonable times, to enter upon and into any premises, building, or structure within the corporate limits of the City for the purpose of examining and inspecting such premises, building, or structure to ascertain the condition of such building, and also with regard to the presence, arrangement, or deposit of any articles, materials, substances, goods, wares, or merchandise which may have a tendency to create danger of or from fire in such premises, building, or structure; to create danger in case of fire on or in such building or personal injury to or loss of life of the occupants of or persons on or in such premises, building, or structure; also with regard to the conditions, size, arrangements and efficiency of any and all appliances for protection against fire on or in such premises, building, or structure.

(Code 1962, § 3-2-1)

Sec. 5-72. Dangerous conditions; correction.

- (a) If the Chief of the Fire Department shall find on such inspection of such premises, building, or structure any rubbish, debris, waste, or inflammable or combustible materials, and that the same is not so arranged or disposed as to afford reasonable safeguard against the dangers of fire; if he shall find that the articles, materials, goods, wares, and merchandise on or in such premises, building, or structure are so arranged and disposed that the occupants thereof, or persons rightfully on or in such building would not, because of such arrangement and disposition, be afforded reasonable access to the exits of the premises, building, or structure in case of fire; if he shall find that by reason of such arrangement or disposition, the members of the Fire Department would unnecessarily and unreasonably be interfered with in the exercise of their duties in and about such premises, building, or structure in case of fire in such structure, he may order in writing the removal of such rubbish, debris, waste, or inflammable or combustible materials from such premises, building, or structure, or the disposing and arranging of the same on or in such premises, building, or structure in such a manner as will remove such danger from fire. He may also order in writing that such articles, materials, goods, wares, or merchandise be so arranged and disposed on or in such premises, building, or structure that the occupants thereof, or the persons rightfully on or in such building, will be afforded all reasonable access to the exits from the building in case of fire. The members of the Fire Department will be afforded all reasonable facilities for the discharge of their duties in or about the premises, building, or structure in case of fire.
- (b) If he shall also find that such building is in a dangerous or unsafe condition so as to endanger the public health and safety, he shall report such building to the Governing Body who shall, if it so deems necessary, order such premises to be removed or demolished, or placed in such condition as will comply with the provisions of this Code applying to the zone or section of the City within which such structure is located.

(Code 1962, § 3-2-2)

Cross reference(s)—Dangerous buildings, § 4-226 et seq.

Sec. 5-75. Duties of owner.

Such orders mentioned in section 5-72 shall be directed to the owner of such premises, building, or structure, or to the person in control of the articles, materials, goods, wares, or merchandise referred to in this article, or to the owner thereof, as the circumstances may require. It is hereby made the duty of such owner of such premises, building, or structure, and of such person in control of such articles, materials, goods, wares, and merchandise, or the owner thereof, to comply with such orders, within 30 days from written notice thereof.

(Code 1962, § 3-2-5)

Sec. 5-76. Noncompliance.

It shall be unlawful for the owner of such building, premises, or structure, or any person in control of such articles, materials, goods, wares, or merchandise, as referred to in this article, to fail or neglect to discharge the duties imposed by sections 5-71 to 5-75, inclusive, of this article, and the orders of the Chief of the Fire Department.

(Code 1962, § 3-2-6)

Sec. 6-24. Extermination required; harborage not permitted.

- (a) All buildings, lots, and premises shall be kept free of infestation or harborage. The person in control shall not allow the accumulation of water, refuse, animal wastes, garbage, trash, or other harborage.
- (b) When any building, lot, or premises is so infested or subject to infestation, the person in control shall utilize extermination measures as specified by the Manager.
- (c) When the person in control of any building, lot, or premises fails to abate the nuisance of harborage or infestation, the Manager shall be authorized to go upon the premises and abate the nuisance of harborage or infestation. The cost of such abatement shall be borne by the person in control who failed to abate the nuisance under the terms of this article. If payment is not received within 60 days of receipt of the bill for such costs, the Manager may proceed to record a lien on the affected property for the amount due and owing.

(Code 1962, § 8-6-4; Ord. No. 645, § 1, 11-12-13)

Sec. 6-42. Definitions.

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

Alley means a public right-of-way or private way or thoroughfare or part thereof, providing secondary access to abutting properties and not intended for general traffic circulation.

Antique motor vehicle means an operable motor vehicle more than 25 years old currently licensed.

Approved means approved by the Enforcement Officer or Building Official.

Curb line means the edge of the curb or, in absence of a curb, the edge of the pavement or the travelled surface.

Deterioration means the weakening, disintegration, corrosion, rusting or decaying or loss of effectiveness.

Easement means a grant of one or more of the property rights by the property owner to and/or for use by the public, a corporation, or another person or entity.

Egress means an exit.

Enforcement Officer includes City Police Officers, Code Compliance Officers, Animal Control Officers and any other City employees responsible for enforcing Municipal Code.

Garbage means and includes any and all accumulation of waste and refuse, vegetable and animal matter, discarded from processing, storage, sale, or handling of food in or on any premises in the City.

Hobby stock vehicle means a licensed or unlicensed stock, race, and drag car capable of being operated in accordance with established hobby stock race policies or requirements.

Imminent danger means a condition which could cause serious or life-threatening injury or death at any time.

Junk means discarded, dismantled, partially dismantled, wrecked, inoperative, abandoned, unusable or broken machinery or parts, scrap metal, utility trailers, mobile homes, appliances, furniture, furnishings, sporting equipment, used building or construction materials, and all other items commonly known as junk.

Junked motor vehicle means any motor vehicle, other than an antique or special interest vehicle, which has not been moved or had active and regular efforts to make the motor vehicle able to meet minimum safety standards for operation on public streets and highways, or water bodies and ways in New Mexico, and includes motor vehicles which have been wrecked, dismantled, partially dismantled, or abandoned or left on a public premises or on private property and either:

- (1) Does not bear a valid, unexpired license plate; or
- (2) Cannot be safely or legally operated on the public streets and highways, or water bodies and ways, of New Mexico. This definition includes boats, motorcycles, cars, trucks, recreational vehicles, and other motor vehicles.

Litter means all rubbish, waste material, refuse, garbage, trash, debris or other foreign substances, solid or liquid, of every form, size, kind, and description.

Motor vehicle means any vehicle which is designed, when in proper working order, to be self-propelled and designed to travel along the ground and shall include, but not be limited to, automobiles, buses, motor-bikes, motorcycles, motor scooters, trucks, tractors, go-carts, golf carts and self-propelled campers or motor homes.

Neglect means the lack of reasonable and necessary maintenance for a building or structure.

Occupancy means the purpose for which a building or portion thereof is utilized or occupied.

Occupant means any person, firm, entity, partnership, trust, corporation, association, or other organization that is occupying or leasing a building or other property for a period exceeding 30 days.

Owner means any and all persons, firms, entities, partnerships, trusts, corporations, associations, or other organizations that own the fee title to, or have an undivided interest in, any building or property, which is subject to the provisions of these regulations.

Privacy fence means a fence, including any gates, constructed of solid material, wood or masonry, through which no visual images may be seen.

Private property means any real property within the City which is privately owned and which is not public property as defined in this section.

Public property means any street or highway which shall include the entire width between the boundary lines of every right-of-way publicly maintained for the purposes of vehicular or pedestrian travel, and shall also mean any other publicly owned property or facility.

Public way means any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

Rights-of-way means a strip of land acquired by reservation, dedication, prescription, or condemnation and intended to be occupied by a street, crosswalk, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer, or other similar uses; generally the right of one to pass over the property of another.

Rubbish means combustible and non-combustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

Shrubs means a woody plant, smaller than a tree, consisting of several small stems from the ground or small branches near the ground. It may be deciduous or evergreen.

Solid waste means unwanted or discarded material, including waste material with insufficient liquid content to be free flowing, includes solid waste materials resulting from industrial, commercial, industrial, institutional, municipal, residential, and agricultural activities.

Special interest vehicle means an operable motor vehicle currently licensed, which is owned by a collector and which the collector can demonstrate has special collector or historic value.

Structure means a combination of materials that form a construction for use, occupancy, or ornamentation whether installed on, above, or below the surface of land or water.

Tenant means a person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

Ventilation means the natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-52. Vehicle prohibited acts and exceptions.

- (1) No person shall park, leave, or permit the parking, or leaving of any motor vehicle, recreational or marine vehicle of any kind which does not have valid registration or is in an inoperable, abandoned, wrecked, dismantled, junked or partially dismantled condition, whether attended or not, upon any public or private property within the City for a period of time in excess of 72 hours.
- (2) Outdoor storage of inoperable, abandoned, wrecked, dismantled, junked or partially dismantled motor vehicles, recreational or marine vehicles, or their parts thereof on private premises is also prohibited unless exempted by subsection 3. Motor vehicles, recreational or marine vehicles shall not be used for storage or other purposes unless enclosed within a building on the premises.
- (3) The following are limited exceptions to this section:
 - (a) Any person, being owner or tenant, may store, permit to be stored or allow to remain upon their residential and/or business premises, one inoperable, wrecked, dismantled or partially dismantled motor vehicle, recreational or marine vehicle, utility trailer or their parts thereof, for the purposes of restoring, repairing, or reconstructing, if the motor vehicle, recreational or marine vehicle, utility trailer has valid registration and when stored upon property be located either in an enclosed building or structure and if stored outdoors must be fully covered and located in the side or backyard. Any inoperable, wrecked, dismantled, or partially dismantled motor vehicle, recreational or marine vehicle, utility trailer must be at least five feet from any property line and at least five feet from any permanent structure.
 - (b) A motor vehicle, recreational or marine vehicle, utility trailer can be actively restored, repaired or reconstructed in a residential or business premises, if within the last 30 days the owner of the motor vehicle, recreational or marine vehicle, utility trailer can prove that it is being actively restored, repaired or reconstructed, which may include receipts for the purchase of parts and supplies during the last 30 days which have been installed on the vehicle.
 - (c) Properly licensed and zoned motor vehicle, recreational or marine vehicle, utility trailer repair or restoration businesses are allowed to have outdoor storage of inoperable, wrecked, or dismantled customer owned motor vehicles, recreational or marine vehicles, utility trailer on their property while the vehicles are in the process of being repaired.
 - (d) Properly licensed and zoned motor vehicle, recreational or marine vehicle, utility trailer towing or junk yard businesses are allowed to have outdoor storage of inoperable, abandoned, wrecked, dismantled, junked or partially dismantled motor vehicles, recreational or marine vehicles, utility trailer as long as they are not visible from any adjoining property or public road.
 - (e) Any hobby stock motor vehicle or marine vehicle maintained in track-operable condition or regularly used for racing purposes. Any antique motor vehicle retained by the owner for antique collection purposes.
- (4) The storage of inoperable, abandoned, wrecked, dismantled, junked or partially dismantled motor vehicles, recreational or marine vehicles, utility trailers including antique or stock vehicles whether indoors or outdoors shall not create an unsanitary or hazardous premises as outlined in sections 6-74 and 6-75.
- (5) The presence of an abandoned, wrecked, dismantled, inoperative, junked, or partially dismantled motor vehicle, recreational or marine vehicle, utility trailers or their parts thereof on private or public property is hereby declared to be a public nuisance which may be abated as such in accordance with the provisions of this article.
- (6) This section shall not be construed to permit the parking or placement of inoperable or abandoned motor vehicles, recreational or marine vehicles, utility trailers on any public street, right of way including easements

or alley. Placement of inoperable or abandoned motor vehicles, recreational or marine vehicles, utility trailers on any public street, right of way including easements, or alley are subject to enforcement and impoundment by the Police Department.

(Ord. No. 646, § 1, 11-12-13; Ord. No. 732 , 5-11-22)

Sec. 6-72. Declaration of nuisance; unlawful.

In the interest of the inhabitants of the City, it is necessary to prohibit the accumulation of junk, trash, solid waste, debris, garbage and refuse on property within the corporate limits of the City by declaring such accumulation a nuisance. Violations of this article are a public nuisance.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-73. Disposal restricted generally.

It shall be unlawful for any reason for any person to keep, store, deposit, sweep, place or throw solid waste, garbage, rubbish or other solid waste materials in or upon any sidewalk, street, alley, river, arroyo, irrigation ditch, or unoccupied premises or lots, or upon private property, whether owned by such person or not, within the City, unless otherwise provided in this Code.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-74. Unsanitary premises.

It shall be unlawful for any person to permit or cause to remain in or about his premises any solid waste, garbage, rubbish, weeds, automobiles not in operating condition, wastewater or any conglomeration of residue thereof, which emits odors or serves as a feeding or breeding place for flies, insects or rodents, and which is unsanitary or injurious to public health.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-75. Hazardous premises.

It shall be unlawful for any person to permit in or about his premises trees, weeds, briars, brush, shrubs, machinery, appliances, scrap metal, lumber, logs, pilings, open pits, quarry, cistern, well or other excavation without barriers, or any other waste, rubbish, or debris to become, in any way, hazardous or injurious to public health, to create a fire danger, or to obstruct pedestrian or vehicular traffic.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-76. Accumulation of solid waste.

No person shall allow any solid waste, garbage, or rubbish to accumulate upon premises owned, leased, rented or occupied, except in the manner herein provided.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-77. Storage on private property.

It shall be unlawful for any person to leave outside any building or dwelling in the City any dilapidated furniture, appliances, machinery, equipment, building material, junk, or other items which are either wrecked, junked, dismantled or in inoperative condition.

(Ord. No. 646, § 1, 11-12-13; Ord. No. 730 , § 1, 5-11-22)

Sec. 6-80. Alleys.

It shall be unlawful for any owner, agent, lessee, or occupant of any lots, tracts or parcels of land within the City to allow weeds, shrubs, trees, or rubbish to become, in any way, hazardous or injurious to public health or to obstruct pedestrian and vehicular traffic on or along any alley adjoining the same between the property line and the center of such alley.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-81. Notice of nuisance.

Any Enforcement Officer or City employee designated by the City Manager, upon observing any violation of this article, shall issue a notice directed to the owner of record of the property on which the nuisance occurs, or to the occupant or tenant of the property, or both. The notice shall describe the violation and shall establish a reasonable time limit for abatement thereof by the owner, occupant or tenants, which limit shall be not less than two days or more than 30 days after service of the notice. The notice may be served either personally or by mail at the owner's or occupant's last known address of record. If such owner cannot be served, a copy of the ordinance from which this article derives shall be posted on the property.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-82. Criminal complaint.

In the event the owner or occupant of the property where the nuisance violation exists has failed, within the prescribed period of compliance, to abate the nuisance, then the City may file a criminal complaint with the municipal court, demanding that the owner of the property, or the occupant thereof, or both, be held to answer to the court for the violation of this article.

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 3, 4-22-14)

Editor's note(s)—Section 3 of Ord. No. 653, adopted April 22, 2014, changed the title of § 6-82 from "Citation" to "Criminal complaint."

Sec. 6-83. Removal of nuisance.

In the event that a person, owner, or occupant in charge of property fails to remove the nuisance and upon a judicial determination by the Municipal Judge, the City may enforce this article in any manner consistent with the law including, but not limited to, removal of the nuisance and collection of reasonable costs of labor, equipment and materials. Failure to pay these costs shall result in a lien against the subject property for these costs, which may be enforced as provided in NMSA 1978 § 3-36-1 et seq. The lien may include an interest charge of eight percent per annum.

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 4, 4-22-14)

Sec. 6-84. Injunctions.

The City Police Department, City Attorney, Enforcement Officer, or any other official of the City, when a nuisance exists as set forth in this article, may maintain a complaint in the name of the City, perpetually, to enjoin all persons from maintaining or permitting the nuisance and to abate the same.

(Ord. No. 646, § 1, 11-12-13)

(Supp. No. 102)

Created: 2023-12-20 09:17:47 [EST]

CITY OF TRUTH OR CONSEQUENCES

CITY COMMISSION

RESOLUTION NO. 35 23/24

A RESOLUTION REQUIRING THE PROMPT REMOVAL OF ACCUMULATED RUBBISH, JUNK, TRASH AND REFUSE FROM THE PROPERTY AT 731 WYONA STREET, TRUTH OR CONSEQUENCES, NEW MEXICO; FINDING THAT THE PRESENCE OF THE ACCUMULATED RUBBISH, JUNK, TRASH AND REFUSE IS A MENACE TO THE PUBLIC COMFORT, HEALTH, SAFETY AND WELFARE; PROVIDING THAT THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY MAY FILE WRITTEN OBJECTIONS TO THIS RESOLUTION AND SEEK A HEARING BEFORE THE GOVERNING BODY, AS PROVIDED BY STATUTE; AUTHORIZING THE CITY MANAGER TO REMOVE THE ACCUMULATED RUBBISH, WRECKAGE AND DEBRIS FROM THE PROPERTY AND DISPOSE OF IT IF THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY DOES NOT TIMELY DO SO; PROVIDING THAT THE CITY OF TRUTH OR CONSEQUENCES SHALL RECOVER ITS COSTS INCURRED FOR THE REMOVAL AND DISPOSAL OF THE ACCUMULATED RUBBISH, JUNK, TRASH AND REFUSE AS AND TO THE EXTENT PROVIDED BY STATUTE.

WHEREAS, it has been brought to the attention of the City Commission, the governing body (hereinafter, "Governing Body") of the City of Truth or Consequences (the "City") that since at least _____, 20____ there has existed an accumulation of rubbish, junk, trash and refuse on the residential property at 731 Wyona Street (the "Property"), which is located within the City; and

WHEREAS, on information and belief the Property is owned by Mr. George A. Henson (hereinafter "Owner"); and

WHEREAS, the Governing Body is reliably informed that the presence of the accumulated rubbish, wreckage and debris violates the City's ordinances relating to the use of residential property, prohibiting the accumulation and presence of materials that would inhibit reasonable egress from the Property and reasonable access to the property by the Fire Department in the event of fire or other emergency; and

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

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

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Truth or Consequences, New Mexico, this ____ day of _____, 2024.

APPROVED:

ROLF HECHLER – Mayor

ATTEST:

ANGELA TORRES –City Clerk

NOVEMBER 2022 PHOTOS



















CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: G.7

SUBJECT: Resolution No. 36 23/24 Confirming the City of Truth or Consequences to participate in the NM Department of Transportation Municipal Arterial Program Local Government Road Fund Program

DEPARTMENT: Community Development

DATE SUBMITTED: February 8, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

Application request is for Pershing Street from North Broadway Street to Second Street and Second Street from Pershing Street to Date Street, including new curb & gutter, sidewalk, ADA accessibility. Waterlines have recently been replaced within the termini by MSD Water Improvement Project and DWSRLF Project

Recommendation:

Approve Resolution 36 23/24

Attachments:

Resolution 36 23/24

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

Fiscal Impact (Finance): TBD

Legal Review (City Attorney): [Choose an item.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 2-14-24

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Angie Gonzales
City Manager

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

RESOLUTION NO. 36 23/24

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 2024/2025 Municipal Arterial Program,

BE IT RESOLVED, that City Manager Angela Gonzales is hereby designated as the City's Representative on behalf of this application.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____ 2024.

Rolf Hechler, Mayor

ATTEST:

City Clerk

Attachment A – Scope of Work

Project Name: Pershing Street from North Broadway Street to Second Street and Second Street from Pershing Street to Date Street.

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.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: H.1

SUBJECT: Water Update
DEPARTMENT: City Manager's Office
DATE SUBMITTED: February 7, 2024
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Arnie Castaneda

Summary/Background:

Water Update

Recommendation:

Presentation only

Attachments:

- N/A
- [Click here to enter text.](#)

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 2-14-2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: H.2

SUBJECT: Approval of the Liquid Waste Dumping Agreement between City of Truth or Consequences and Talon Septic, LLC.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: February 6, 2024

SUBMITTED BY: Jamie Foreman

WHO WILL PRESENT THE ITEM: Arnie Castaneda, Water/Wastewater Director

Summary/Background:

This agreement is to allow Talon Septic, LLC to dump liquid waste at the City of Truth or Consequences Liquid Waste Treatment Facility located at 1595 Animal Shelter Rd. Truth or Consequences, NM 87901.

Recommendation:

Approval of agreement.

Attachments:

- Talon Dumping Agreement

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Yes

Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-14-24

LIQUID WASTE DUMPING AGREEMENT

This **Agreement** is entered into by and between The **City of Truth or Consequences** ("**City**"), and **Talon Septic, LLC** ("**Talon**").

1. The City of Truth or Consequences agrees to provide the rights to Talon Septic LLC for the purpose of dumping liquid waste at the City of Truth or Consequences Liquid Waste Treatment Facility located at 1595 Animal Shelter Rd. Truth or Consequences, NM 87901.

2. The City of Truth or Consequences agrees to accept liquid waste from Talon Septic, LLC. The liquid waste shall not contain grease traps. All waste received will be billed at \$0.125 per gallon and in 1,000-gallon increments. However, this rate will be adjusted on an annual basis, taking into account other factors such as inflation in the economy, fair market value and City Ordinance increase.

3. Talon Septic, LLC agrees to comply with all City Wastewater ordinances and regulations, including Section 14-112 Wastewater discharges and Section 14-114 Commercial wastewater monitoring and reporting.

4. Accurate logs of the addresses where waste is obtained, and the quantity will be provided by Talon Septic, LLC to the City of Truth or Consequences and billed monthly. Dumping records will be kept by Talon Septic, LLC for a 3-year period. Records will be provided upon request and made available for inspection. However, the City retains the right to employ independent means to verify the information provided to it by Talon Septic, LLC.

5. Each liquid waste truck will carry a spill kit and have a spill prevention plan. Each truck will have a clean-up kit in the event of an incident spill. Truck tanks will be deposited via hose into the receiving pipe to the southwest corner near the box screen at the treatment facility. Trucks will enter through the main gate during normal business hours. Safe driving practices will be adhered to at all times.

6. The following dumping limitations shall apply:

a. Disposal shall be limited to 8 am. through 3 pm., Monday through Friday with the exception of Wednesdays and City observed holidays.

b. No more than 4,000 gallons in one day shall be permitted.

c. A maximum of 50,000 gallons per month of dumping is imposed.

7. Talon's vehicles are subject to testing at any time. Petroleum and other substances detrimental to the wastewater treatment process are not permitted.

8. Septage must be from Sierra County.

9. Either party can terminate this agreement with or without cause with ninety (90) days written notification to the other party. Additionally, if Talon violates any of aforesaid provisions, the City may immediately terminate this contract for cause.

10. This Agreement will be for a One-Year term commencing on January 1, 2024 and continuing through December 31, 2024. This Agreement may be extended for two (2) additional one (1) year periods upon mutual consent for the parties.

11. Talon Septic, LLC will provide and maintain insurance on all vehicles and will add the City of Truth or Consequences as additional insured in amounts to be agreed upon by the parties.

TALON SEPTIC, LLC

Date:

CITY OF TRUTH OR CONSEQUENCES

Date:



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: H.3

SUBJECT: Discussion/Action: Grant agreement between the New Mexico Economic Development Department and the City of Truth or Consequences for Ralph Edwards Park Improvements.

DEPARTMENT: Parks

DATE SUBMITTED: February 8, 2024

SUBMITTED BY: O.J. Hechler

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

Summary/Background:

This City received a Trails+ grant award in the amount of \$322,874.04 with a \$162,640.46 cash match. This grant is for the installation of new shade structures, a floating dock, and a trail with trail head informational signs along the river at Ralph Edwards Park.

Recommendation:

Approve Grant Agreement

Attachments:

- Grant Agreement

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-14-2024

**SUBAWARD BETWEEN
THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT
AND
The City of Truth or Consequences**

THIS AGREEMENT is hereby made and entered into this **23rd day of January, 2024**, by and between the New Mexico Economic Development Department (“**EDD**”), hereinafter referred to as **GRANTEE**, and the **City of Truth or Consequences** hereinafter referred to as “**SUB RECIPIENT**.”

WHEREAS, the U.S. Department of Treasury (hereinafter referred to as “**GRANTOR**”) has made federal funds available to the **GRANTEE** under the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) Program (Assistance Listing Number (ALN) 21.027);

WHEREAS, Recipients under the CSLFRF Program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 that receive a CSLFRF award. Subrecipients under the CSLFRF Program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the CSLFRF award on behalf of the recipient;

WHEREAS, Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury’s Interim Final Rule, and reporting requirements, as applicable; and,

WHEREAS, this agreement addresses the flow of funds from the **GRANTOR** above to the **GRANTEE** who will then provide the same referenced subaward funds to the **SUB RECIPIENT**, as legally allowed by the relevant law and regulations, for any approved scope of work as further discussed in Section 1 of this agreement;

NOW THEREFORE, the **GRANTEE** and the **SUB RECIPIENT** do mutually agree to the following terms and conditions of this agreement:

1. Scope of Work

The **GRANTOR** has provided funds, through its CSLFRF Program, to the **GRANTEE** who is then providing this same funding to the **SUB RECIPIENT**. Information related to the federal award is attached as Exhibit A. The **SUB RECIPIENT** shall perform the necessary tasks required in order to accomplish the objectives of the **GRANTOR’S** Program which have been agreed to by the **GRANTEE**. This includes complying with all applicable federal, state or local laws, regulations and administrative policies as they relate to the **SUB RECIPIENT’S** specific approved project including but are not limited to the references above as well as the following:

- (a) **SUB RECIPIENT** will comply with 31 CFR Part 35 Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

- (b) SUB RECIPIENT will comply with Title 2, Subtitle A, Chapter II, Part 200- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the CFR.
- (c) SUB RECIPIENT will adhere to both the Federal Procurement Laws contained in 2 CFR Part 200.317 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in ENTER STATUTES.
- (d) SUB RECIPIENT will adhere to the requirements of the GRANTOR'S CSLFRF Program.
- (e) SUB RECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.
- (f) SUB RECIPIENT will comply with the Assurances for Non-Construction Programs as outlined in Standard Form 424B (Rev. 7-97) where applicable.
- (g) SUB RECIPIENT will comply with the Assurances for Construction Programs as outlined in Standard Form 424D (Rev. 7-97) where applicable.
- (h) SUB RECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 CFR Part 200.326 which is further discussed in Section 6 of this agreement.
- (i) SUB RECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 6 of this agreement.
- (j) SUB RECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 6 of this agreement. SUB RECIPIENT agrees to alert the GRANTEE immediately if a contractor working for the SUB RECIPIENT becomes debarred or suspended.
- (k) SUB RECIPIENT will fully cooperate at all times with the GRANTEE as the project manager who is ultimately accountable to the GRANTOR for all funds related to this project.

Pursuant to information submitted to the GRANTEE for inclusion in the GRANTOR'S CSLFRF Program, the SUB RECIPIENT shall perform the following tasks:

Properly procure and complete the project as described in Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the SUB RECIPIENT. The ownership of any property furnished hereunder will be the property of the SUB RECIPIENT. The SUB RECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUB RECIPIENT.

In compliance with the above, the SUB RECIPIENT agrees to notify the GRANTEE and GRANTOR, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to the SUB RECIPIENT. In addition, if an annual inventory is requested by the GRANTEE then the SUB RECIPIENT will provide prompt access to all inventory records.

2. Term of Agreement

The terms of this agreement shall become effective upon execution of this agreement and shall continue for a period of five (5) years after closeout of the grant program. All funds must be obligated by the GRANTEE by **June 30, 2024**, and all funds must be expended by the SUB RECIPIENT by **24 months from date of agreement ratification by signature**.

3. Payment Terms of Grant Funding

The maximum budget for the scope of work identified in Section 1 above:

\$322,874.04

Advancement of funds, under this agreement, is contingent upon the SUB RECIPIENT complying with all of the requirements for allowable uses for funds under the CSLFRF Program and providing sufficient documentation to the GRANTEE as determined by the GRANTEE. The SUB RECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the GRANTEE. The SUB RECIPIENT will provide copies of all related financial documentation to the GRANTEE with the first quarterly report, supplying sufficient documentation to meet the reporting requirements of the CSLFRF Program.

Any questioned costs which may occur at any point in this process (including the five-year period after grant closeout by the federal GRANTOR) will be the sole responsibility of the SUB RECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Monitoring and Review

The SUB RECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the SUB RECIPIENT has timely achieved the Scope of Work stated in Exhibit B to this Subaward. The ongoing monitoring of the SUB RECIPIENT will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.

Monitoring and review activities will be detailed in a Monitoring Plan based on the GRANTEE'S risk assessment of the SUB RECIPIENT and will be provided to the SUB RECIPIENT. The Monitoring Plan may include, but not be limited to, the SUB RECIPIENT'S technical progress compared to the intended milestones and deliverables; the SUB RECIPIENT'S actual expenditures compared to the approved budget, review of SUB RECIPIENT'S reimbursement requests including detailed backup documentation, or other subject matter specified by the GRANTEE.

5. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

6. Records, Audits, and Other Grant Compliance Issues

It is understood that this agreement may be utilized as part of the American Rescue Plan Act (Coronavirus State and Local Fiscal Relief Fund – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUB RECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the GRANTEE, SUB RECIPIENT, or any other party pertaining to any matter resulting from the agreement.

The SUB RECIPIENT may receive from the GRANTEE work product information that the GRANTEE utilizes. The SUB RECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUB RECIPIENT further acknowledges that the GRANTEE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

With respect to the SUB RECIPIENT'S use of any work product transmitted by or originally created by the GRANTEE, the SUB RECIPIENT acknowledges it is the SUB RECIPIENT'S decision to act accordingly. The SUB RECIPIENT has the option to either adopt such product as the SUB RECIPIENT'S own or the SUB RECIPIENT may utilize the following other options available to the SUB RECIPIENT:

- (1) modify the GRANTEE'S work product appropriate to the SUB RECIPIENT'S own needs;

(2) create and adopt the SUB RECIPIENT'S own work product separate from the GRANTEE'S work products; or,

(3) adopt a work product created by other State or Federal agencies when applicable to the SUB RECIPIENT'S needs.

If the SUB RECIPIENT utilizes any of the GRANTEE'S work products in any way then the SUB RECIPIENT acknowledges that the GRANTEE makes no representations or warranties with regard to the same.

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

The GRANTEE and SUB RECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUB RECIPIENT also agrees to provide the GRANTEE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUB RECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUB RECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement;
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement;
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or

- with contractors performing under federally assisted construction contracts (See Exhibit C);
- (4) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);
 - (5) For all contracts that meet the definition of “funding agreement” under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401 (See Exhibit C);
 - (6) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act** (See Exhibit C);
 - (7) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM), formerly identified as the “Excluded Parties List System” (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (See Exhibit C);
 - (8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (See Exhibit C);
 - (9) For all construction contracts in excess of \$2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (See Exhibit D);
 - (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 CFR Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 CFR

Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,

- (12) **Procurement of Recovered Materials** as required by 2 CFR Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);
- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;
- (6) **National Environmental Policy Act and National Historic Preservation Act** which prohibit any activities that will have an adverse impact on the environment and regulate activity on property or structures that are deemed historic;
- (7) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;
- (8) **Reporting Provision** requires that all contracts should include a requirement that the SUB RECIPIENT assist the GRANTEE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;
- (9) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the GRANTEE formally closes out each federal program (GRANTEE and SUB RECIPIENT grant managers should verify the three-

year record retention period with each respective grant agency to ensure that a longer period is not required);

- (10) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;
- (11) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance;
- (12) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system;
- (13) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste;
- (14) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;
- (15) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval;
- (16) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,
- (17) **Section 603 Title VI of the Social Security Act** which establishes the Coronavirus State and Local Fiscal Recovery Fund and identifies eligible and ineligible uses for the Fund monies (See Exhibit E).

In compliance with Section 6(a)(8) above, the SUB RECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the "System for Award Management" (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUB RECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on any projects involving federal funds.

In no event shall the SUB RECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then both the SUB RECIPIENT and GRANTEE must be notified. GRANTEE may, at its sole discretion, immediately implement the termination provisions discussed in Section 8 below if the SUB RECIPIENT decides to continue with the project using a "debarred" or "active exclusion" contractor or subcontractor.

7. Liability, Indemnity, and Insurance

The SUB RECIPIENT is responsible for the maintenance, upkeep and insurance requirements related to the scope of work. All related costs associated with this requirement are the sole responsibility of the SUB RECIPIENT.

This agreement is intended for the benefit of the GRANTEE and the SUB RECIPIENT and does not confer any rights upon any other third parties. All rights by and between the GRANTEE and the SUB RECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The SUB RECIPIENT will indemnify, defend, and hold harmless the GRANTEE, including the GRANTEE'S employees and agents, from and against any and all claims or liabilities arising from the fault of the SUB RECIPIENT, its employees or agents in carrying out the SUB RECIPIENT'S duties and obligations under the terms of this agreement. The GRANTEE will indemnify, defend, and hold harmless the SUB RECIPIENT, including the SUB RECIPIENT'S employees and agents, from and against any and all claims or liabilities arising from the fault of the GRANTEE, its employees or agents in carrying out the GRANTEE'S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

8. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the GRANTEE reserves the right to terminate this agreement at any time upon written notice of termination or if the SUB RECIPIENT has failed to comply with the terms of this agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUB RECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

9. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to

be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any CSLRF Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the GRANTEE and the SUB RECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

IN WITNESS WHEREOF, the Grantee and the Grantor do hereby execute this Agreement as of the date of signature by the Grantor below.

THIS GRANT AGREEMENT has been approved by:

Mayor Rolf Hechler, City of Truth or Consequences

Date

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

Karina Armijo, Outdoor Recreation Division Director

Date

EXHIBIT A

FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.331 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Coronavirus State and Local Fiscal Recovery Funds

Subrecipient Name: **City of Truth or Consequences**

Subrecipient Unique Identification (ID) Number: YRPKBBHU1EJ8

Federal Award Identification Number: Coronavirus State and Local Fiscal Recovery Funds

Subaward Period of Performance (Start and End Date): Effective Date of this Agreement and October 31, 2026

Amount of Federal Funds Obligated to Subrecipient: **\$322,874.04**

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Funds

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information:

Name: Carl Colonius

Entity: New Mexico Economic Development Department, Outdoor Recreation Division

Phone: 505-570-7846

Email: Carl.Colonius@edd.nm.gov

Address: NMEDD, P.O. BOX 20003, Santa Fe NM 87504-5003

Assistance Listing Number (ALN): 21.027

EXHIBIT B

SCOPE OF WORK AND BUDGET

The City of Truth or Consequences will improve access to Ralph Edwards Park and along the Rio Grande to enhance the experience for residents and tourists alike. Enhancements include:

Trailhead Signage: Making navigating the trail along the river easier for visitors.

New Boat Access Ramp and Dock: Offering safe and convenient access to the river.

Shade Structures: Providing cool and comfortable spots at existing picnic tables and benches, replacing aging structures, and addressing areas without shade.

Outdoor Recreation Trail Grant Request Budget				
Category	Item/Description/Source	Trails+ Grant	Cash Match	
Materials/Supplies/Equipment	USA Shade Single Post Pyramid Cantilever, Quick Release 10 ft. square by 8ft 0 in Entry, Recessed Base Plate with Anchor Bolts	\$ 20,000.00		
Materials/Supplies/Equipment	USA Shade Stamped Engineered Drawings	\$ 850.00		
Contractual	*CED Contract #223-16-C123-ALL: Playground, Recreational, Waterparks Category 1, Lot 2: Equipment and Replacement Parts	\$ (1,042.50)		
Travel/Transportation	Freight FOB		\$ 1,750.00	
Other	Installation and permits for shades	\$ 2,680.22	\$ 6,319.78	
Other	Sales Tax (7.4375%)		\$ 2,142.56	
Other	Demo & Removal of debris 2010-Demo/Remove all existing shade structures. Cutting the metal at ground level and dismantling metal structures, all debris will be disposed of properly.	\$ 10,000.00		
Materials/Supplies/Equipment	Metal & materials 3450 - Metal Framing Material & Labor/Purchase all needed metal structural steel, and panel roofing needed to build 20 new shade structures, approximately 15x20	\$ 2,140.58	\$ 57,859.44	
Materials/Supplies/Equipment	Concrete 2100 - Foundation Concrete - Slab/Dig footers of appropriate size and using tube forms, form up, install rebar and pour footer with steel reinforced metal plates for attaching and supporting new shade structures	\$ 18,000.00		
Materials/Supplies/Equipment	Welding and fabrication 3200 - Structural Steel/ Erect new Frames to posts welding all framing members together on site to create all framing for new shade structures.	\$ 45,000.00		
Other	Installation and labor 3200 - Structural Steel/ Erect new Frames to posts welding all framing members together on site to create all framing for new shade structures.	\$ 23,000.00		
Materials/Supplies/Equipment	Metal roofing panel install 3500- Metal Roofing Material & Labor/ Install new metal roofing panel 26 gauge according to manufacturers instructions and creation a water tight roofing system.	\$ 12,000.00		
Other	Plans and permitting 1250 - Site Plan	\$ 1,800.00		
Other	Tax/ NM GRT		\$ 15,623.00	
Materials/Supplies/Equipment	Paint 5600 - Painting Labor - Exterior/ Paint all framed with direct to metal paint in color of City of T or C choice.	\$ 12,000.00		
Materials/Supplies/Equipment	Gravel Base Course, Concrete Paving, Rip Rap, Floating Boat Dock		60,000.00	
Other	Grading and drainage work required for Access, Parking and Ramp Construction	\$ 135,000.00		
Other	Permitting, engineering design and construction administration	\$ 38,700.00		
Other	Tax/ NM GRT		\$ 17,381.44	
Materials/Supplies/Equipment	QTY 2 Sign With Alum .080 Heavy-Duty UV Coated 36"x48" with metal frame 2" sq tubing black 8" tall	\$ 745.76	\$ 1,564.24	
Total		\$ 322,874.04	\$ 162,640.46	

*Please complete all columns and note the total for Trails+ Grant column should equal the grant request amount Included in your application, and the same for the match column.

Significant Changes to Scope of Work

The SUB RECIPIENT is required to notify and seek written approval of the GRANTEE in advance of any proposed changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the GRANTEE to re-evaluate the eligibility of the work under this Subaward.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must 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, 19641965 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 Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract 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 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, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award 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 contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (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 contract, 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.

DAVIS-BACON ACT REQUIREMENTS
(IF APPLICABLE)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the “Recovery Act”), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).
- The \$2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds \$2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the “site of the work” that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).

- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(l).
- Application to Governmental Agencies - Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a “force account” basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act

and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called "Mini-Davis-Bacon Acts") are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: (www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf 1321).

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the "Add File" button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three

years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

ELIGIBLE AND RESTRICTED USES OF CSLFRF FUNDS

As described in the CSLFRF statute and summarized above, there are four enumerated eligible uses of CSLFRF award funds. As a recipient of an award under the CSLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of CSLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the CSLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and,
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of CSLFRF award funds: recipients may not deposit CSLFRF funds into a pension fund; recipients that are States or territories may not use CSLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use CSLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of CSLFRF funds outside the scope of eligible uses, including that recipients generally may not use CSLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: H.4

SUBJECT: Review, Approve and/or Allocate Funds for Sierra County Arts Council Application #4 Reprint of Gallery Brochures

DEPARTMENT: City Manager's Office

DATE SUBMITTED: February 6, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of SCAC application and contract for the reprinting of the Gallery Brochures.

Recommendation:

The applicant requested \$633.00 and the LTAB recommended to fully fund the project.

Attachments:

- SCAC Application
- SCAC Contract
- Approved Scope of Work

Fiscal Impact (Finance): Yes

\$1,134.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-14-24

FY24 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: January 22, 2024

Applicant: Sierra County Arts Council

Project(s) Applied For:

1) Reprint Gallery Brochures

Amount Requested: \$633 Amount Approved: \$633

Approved x Postponed Denied

Reason for Postponement/Denial/Different Award Amount:

Scope of Work

Award Amount Approved

1) Reprint gallery brochures

\$633

This is a very popular piece with our visitors and we are happy to support it.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: H.5

SUBJECT: Review, Approve and/or Allocate Funds for Sierra County Arts Council Application #3 for Website Update/Maintenance

DEPARTMENT: City Manager's Office

DATE SUBMITTED: February 6, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of SCAC application and contract for website update/maintenance.

Recommendation:

The applicant requested \$1,587.69 and the LTAB recommended to partially fund the application per the scope of work in the amount of \$1,134.00

Attachments:

- SCAC Application
- SCAC Contract
- Approved Scope of Work

Fiscal Impact (Finance): Yes

\$1,134.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-14-24

FY24 Lodgers' Tax Award

Approved Scope of Work

Lodgers' Tax Meeting Date: January 22, 2024

Applicant: Sierra County Arts Council

Project(s) Applied For:

- 1) Website maintenance, updates & optimization

Amount Requested: \$1587.69 Amount Approved: \$1134

Approved x Postponed _____ Denied _____

Reason for Postponement/Denial/**Different Award Amount**: The application was for funding December 2023-June 2024; we are only able to fund work from February – June 2024

Scope of Work

Award Amount Approved

- 1) Website maintenance, updates & optimization \$1134



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: H.6

SUBJECT: Review, Approve and/or Allocate Funds for MainStreet

DEPARTMENT: City Manager's Office

DATE SUBMITTED: February 6, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of MainStreet application and contract for the Truth or Consequences Annual Fiesta

Recommendation:

The applicant requested \$33,000.00 and the LTAB recommended to fund the whole amount with additional items per the scope of work for a total of \$46,000.00

Attachments:

- MainStreet Application
- MainStreet Contract
- Approved Scope of Work

Fiscal Impact (Finance): Yes

\$46,000.00

Legal Review (City Attorney): Yes

Approved for Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-14-24

FY24 Lodgers' Tax Award Approved Scope of Work

Lodgers' Tax Meeting Date: January 22, 2024

Applicant: MainStreet Truth or Consequences

Project(s) Applied For:

1) Truth or Consequences Annual Fiesta

Amount Requested: \$33,000 Amount Approved: \$46,000

Approved x Postponed Denied

Reason for Postponement/Denial/**Different Award Amount**: The lodgers tax advisory board increased the award to \$46,000 to enable Fiesta to buy an ad in New Mexico Magazine for \$3000, to purchase stickers for \$100, and up to \$15,000 to purchase bleachers. Note that the bleachers, barriers and tent (total \$24,000) will be handed off to the City so that these may be used by other organizations in the future. The total came out to \$46,250 so we rounded the award down to \$46,000

Scope of Work

Award Amount Approved

NM Magazine digital & print	\$ 3000
Fiesta T-shirts (to be given away)	\$ 3000
Flyers for local businesses	\$ 1000
Graphic design	\$ 2000
Website maintenance	\$ 2000
Newspaper & local radio	\$ 2150
Radio (Las Cruces & beyond)	\$ 3000
Social media ads	\$ 1000
Tent	\$ 2000
Barriers for beer garden	\$ 7000
Portapotties	\$ 2000
Security	\$ 3000
Bleachers	\$15,000
Stickers (not to exceed \$15k)	\$ 100



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: H.7

SUBJECT: Discussion/Action: Delta Airport Consultants Contract Renewal

DEPARTMENT: Community Development

DATE SUBMITTED: February 8, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

Current contract is expired. Staff wishes to renew the contract for an additional 3 years.

Recommendation:

Approve Contract renewal

Attachments:

Existing Contract

• -

Fiscal Impact (Finance): Yes

Work is performed by Task Order and funded by NMDOT Aviation and Federal Aviation Grants.

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 2-14-24



February 9, 2024

Tracy Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Subject: Agreement for Professional Services – Term Extension
Truth or Consequences Municipal Airport
City of Truth or Consequences

Dear Mrs. Alvarez:

Please find attached for your review and use a draft Term Extension letter for your Professional Services Agreement with Delta Airport Consultants, Inc., dated August 10, 2022.

We appreciate this opportunity to be of service and look forward to assisting with the development of the airport. If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,
Cynthia Chavez
Project Assistant

Enclosures: Agreement for Professional Services – Term Extension (Letter)
Attachment B Mandatory Federal Contract Provisions

Reference: Delta Project No. GKTCS

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN OWNER AND CONSULTANT**



THIS AGREEMENT dated the 10th day of August in the year 2022, between the City of Truth or Consequences, the OWNER, and DELTA AIRPORT CONSULTANTS, INC., the CONSULTANT, for Projects at the Truth or Consequences Municipal Airport. The term of this agreement shall be for a period of one year and may be renewed by mutual agreement of the parties hereto for up to three (3) additional one year periods.

OWNER sought proposals from qualified Consultants to perform certain consulting services and has determined that DELTA AIRPORT CONSULTANTS, INC. (the "CONSULTANT") is the most qualified based on the criteria stated in the Request for Proposals #21-22-009.

Once the specific scope of services of a Project is agreed upon between the OWNER and the CONSULTANT, the CONSULTANT shall provide the services described in an individual TASK ORDER.

The precise scope of the CONSULTANT's services, schedule, and cost shall be as stated in each TASK ORDER as authorized from time to time by the OWNER upon approval of such scope of services and the cost for such services.

As used herein, the term "Project" shall refer only to such items of work listed in this Agreement or approved TASK ORDERS at the Truth or Consequences Municipal Airport which may include, but not be limited to the following items as specified in approved TASK ORDERS:

1. Rehabilitate Taxiway A (RS TW IM) (Preservation)
2. Environmental Assessment for Airfield Improvements
3. BIL – Rehabilitate Apron (RS AP IM) (Preservation)
4. Rehabilitate Runway 13/31 (RS RW IM) (Preservation)
5. Airfield Pavement Maintenance
6. Runway Safety Area Grading (SA RW SF)
7. Update ALP/Action Plan or Master Plan
8. Environmental documentation for projects
9. Fuel Farm Improvements
10. Entry Gate Relocation: Moving of the entry gate to further north on the fence line

The OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of normal professional consulting services by CONSULTANT and the payment for those services by OWNER as set forth below.

ARTICLE 1: BASIC SERVICES

The CONSULTANT agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

1.1 SCHEMATIC DESIGN

The CONSULTANT shall review information provided by the OWNER and the OWNER's program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

1.2 DESIGN DEVELOPMENT

Based on the OWNER's approval of the plan identified during the Schematic Design phase, CONSULTANT shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

1.3 CONSTRUCTION DOCUMENTS

In the Construction Documents Phase, the CONSULTANT is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars and FAA Orders, as well as State and Local requirements. The CONSULTANT's tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

1.4 BIDDING PHASE

Upon receipt of the OWNER's approval of the Contract Documents and latest Opinion of the Construction Cost, the CONSULTANT shall assist the OWNER in soliciting and selecting bids for the construction of the Project. The CONSULTANT's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

1.5 CONSTRUCTION ADMINISTRATION

During the construction phase of the project, the CONSULTANT shall assist the OWNER to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the OWNER on project progress and problems, conduct the final project inspection, and provide the associated certification.

- 1.5.1 Construction Administration -- If included in the TASK ORDER, the CONSULTANT shall provide general consultation and advice to the OWNER during the construction phase of the project. The CONSULTANT shall facilitate general coordination between the OWNER, the State, and the FAA during the construction phase of the project. The CONSULTANT will assist the OWNER with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the OWNER on the Contractor's performance. The CONSULTANT shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONSULTANT is to communicate and coordinate with the OWNER on a regular basis throughout the construction phase of the project.

- 1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONSULTANT shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONSULTANT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONSULTANT, of any construction means, methods, techniques, sequences, or procedures. The CONSULTANT will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONSULTANT shall distribute copies of the submittals and the updated submittal register to the OWNER.
- 1.5.3 Site Visits – If included in the TASK ORDER, the CONSULTANT shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of construction. The CONSULTANT will coordinate the site visits with the OWNER. The CONSULTANT's representatives are to meet with the representatives of the OWNER to discuss the project's progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONSULTANT will prepare and distribute notes from the visit.
- 1.5.4 Progress Payment Review – If included in the TASK ORDER, the CONSULTANT shall review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the OWNER as to the CONSULTANT's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the OWNER, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONSULTANT to the OWNER, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor's work had progressed to the point indicated; that to the best of the CONSULTANT's knowledge, information, and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONSULTANT shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONSULTANT shall not be responsible for the defects or omissions in the work as a result of the Contractor's, or any Subcontractor's, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONSULTANT shall not be responsible for the Contractors' failure to comply with the project schedule.

ARTICLE 2: SPECIAL SERVICES

If authorized by the OWNER, the CONSULTANT agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates
- j. Resident Project Representative services during the Construction Phase with duties and responsibilities as described in Attachment "A".
- k. Planning Services
- l. Environmental Services
- m. Land Acquisition Services

Unanticipated services, which will be treated as "Special Services", may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 3, "OWNER'S RESPONSIBILITIES".
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the CONSULTANT.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the OWNER when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the OWNER in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONSULTANT to preclude or prepare for possible litigation, which claim(s) are beyond the CONSULTANT's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

ARTICLE 3: OWNER'S RESPONSIBILITIES

The OWNER shall:

- 3.1 Provide to the CONSULTANT all criteria, design, and construction standards and full information as to the OWNER's requirements for the Project. The CONSULTANT shall be entitled to rely on the accuracy and completeness of information furnished by the OWNER.
- 3.2 Designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the CONSULTANT, interpret and define OWNER's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONSULTANT's services.
- 3.3 Furnish to the CONSULTANT all existing drainage, survey, layout data, and prior reports available for the Project.
- 3.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.
- 3.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 3.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 3.7 Surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the OWNER unless designated to be provided by the CONSULTANT in individual TASK ORDERS.
- 3.8 Furnish the services described in Sections 3.1 through 3.7 at the OWNER's expense and in such manner that the CONSULTANT may rely upon them in the performance of its services under this Agreement.
- 3.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 3.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 3.11 Arrange full and free access for the CONSULTANT to enter upon all property required for the performance of the CONSULTANT's services under this Agreement.
- 3.12 Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONSULTANT's performance of services under this Agreement.
- 3.13 Compensate the CONSULTANT for services rendered under this Agreement.

ARTICLE 4: GENERAL PROVISIONS

4.1 OWNERSHIP OF DOCUMENTS

Master documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the CONSULTANT as instruments of service. CONSULTANT shall be deemed the authors of its Instruments of Service, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project shall not be construed as publication in derogation of CONSULTANT's reserved rights. Upon execution of this Agreement, CONSULTANT grants to OWNER non-exclusive license to use OWNER's Instruments of Services solely for purposes of constructing, using, maintaining, altering and adding to the Project, provided the OWNER substantially performs its obligation including prompt payment of all sums when due, under this Agreement. Provided the OWNER is not in default under this Agreement, the OWNER is to be provided with one digital CD-ROM set (.tiff or .jpg or PDF) and one paper set of the record drawings after final acceptance. If requested by the OWNER, a digital copy of applicable drawings is to be provided by the CONSULTANT. Copies of sketches, notes, computations, and other data are to be furnished upon request. The CONSULTANT is to be released and held harmless of any subsequent liabilities resulting from revisions, extensions or enlargements of the OWNER's "originals" including computer files.

4.2 DELEGATION OF DUTIES

Neither the OWNER nor the CONSULTANT shall delegate its duties under this Agreement without the written consent of the other.

4.3 TERMINATION

This Agreement may be terminated by either party by written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party, or for the OWNER's convenience. This Agreement may also be terminated if mutually agreed upon by the OWNER and CONSULTANT. If this Agreement is terminated, the CONSULTANT shall be paid for services performed through the termination notice date.

4.4 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and CONSULTANT.

4.5 GOVERNING LAW

Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the location of the Project.

4.6 GENERAL

4.6.1 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

- 4.6.2 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- 4.6.3 The CONSULTANT has not been retained or compensated to provide design or construction review services relating to the CONTRACTOR(s)' safety precautions or to means, methods, techniques, sequences, or procedures required for the CONTRACTOR(s) to perform work relating to the final or completed structure; Services excluded from this Agreement include but are not limited to design or review of any shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4.6.4 The CONSULTANT shall perform its services under this Agreement consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances.
- 4.6.5 Any Opinion of the Construction Cost prepared by the CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the OWNER and funding agencies only. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such Opinions as compared to CONTRACTOR(s) bids or actual cost to the OWNER and shall not be held responsible in the event the CONTRACTOR's bid or the Actual Construction Cost exceed CONSULTANT's Opinion thereof.
- 4.6.6 Neither party shall be entitled to unjust enrichment or betterment as a result of errors or omissions.
- 4.6.7 In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the OWNER and CONSULTANT agree to resolve such disputes in the following manner. First, the parties agree to attempt to resolve the dispute through direct negotiations between the appropriate representatives of each party. Second, if such direct negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties; if the parties cannot agree upon rules and procedures, then the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Third, if the dispute or any issues remain unresolved after the above steps, the parties may institute litigation in a court of competent jurisdiction. The parties expressly agree that any dispute arising out of or related to this Agreement or the services to be rendered hereunder shall be subject to direct negotiations and mediation as described herein as a condition precedent to the litigation proceedings by either party.
- 4.6.8 OWNER and CONSULTANT shall commence all claims and causes of action, whether in contract, tort, indemnity or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement with the period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the Project. OWNER and CONSULTANT waive all claims and causes of action not commenced in accordance with this provision.

ARTICLE 5: SPECIAL PROVISIONS

5.1 INSURANCE AND INDEMNITY

- 5.1.1 CONSULTANT's Insurance - The CONSULTANT shall acquire and maintain statutory worker's compensation insurance coverage, commercial general liability insurance coverage, and professional liability insurance coverage.

CONSULTANT's current limits are:

General Liability \$1,000,000 per year

Professional Liability \$1,000,000 per claim
 \$1,000,000 per year

- 5.1.2 CONTRACTOR's Insurance - Prior to the commencement of the work, the OWNER shall require the CONTRACTOR to submit evidence that it has obtained, for the period of the Construction Contract and the guarantee period, commercial general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$2,000,000 per occurrence for all damages arising out of bodily injury, sickness or death and property damage of others including explosion, collapse, and underground exposures.

Included in such coverage will be contractual coverage sufficiently broad to insure provision of paragraph 5.1.4 "Indemnity". The commercial general liability insurance will include as additional named insureds: the OWNER; the CONSULTANT; and each of the officers, agents, and employees. The OWNER understands that the cost of obtaining liability insurance covering the OWNER and CONSULTANT as additional insured is not an eligible cost under the AIP.

- 5.1.3 Builders Risk "All Risk" Insurance - Before commencement of the work, the OWNER will require that the CONTRACTOR submit written evidence that it has obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) for any building which is the subject of the Construction Contract. Such insurance shall include as additional named insureds: the OWNER; the CONSULTANT; and each of their officers, agents, employees, and any other persons with an insurable interest as may be designated by the OWNER.

- 5.1.4 Indemnity - The OWNER will require that any CONTRACTOR performing work in connection with Drawings and Specifications produced under this Agreement, hold harmless, indemnify, and defend the OWNER and the CONSULTANT, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of, or alleged to arise from, the CONTRACTOR's (or the CONTRACTOR's SUBCONTRACTOR's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the CONSULTANT, their consultants, or their officers, agents, and employees.

- 5.2 The CONSULTANT will proceed to furnish consulting services on the Project promptly, without delay, after the Notice-to-Proceed has been given in writing by the OWNER.

- 5.3 The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR, Part 60); and agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970; and is to maintain an Affirmative Action Program, as required by regulations.
- 5.4 The CONSULTANT agrees that the OWNER, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific grant program for the purpose of making audit, examinations, excerpts, and transcriptions. The CONSULTANT shall maintain all required records for three (3) years after the OWNER makes final payment and all other pending matters are closed.
- 5.5 If any of the services outlined in this Agreement are furnished by the CONSULTANT by obtaining such services outside the CONSULTANT's organization, when requested by the OWNER the CONSULTANT shall provide proposal(s) and/or contract(s) between the person(s) or firm(s) and the CONSULTANT outlining the services to be performed and the charges for the same.
- 5.6 It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the OWNER and/or the FAA and/or the State, and the said construction plans are substantially changed or revised, for any reason other than the fault of the CONSULTANT in preparing same, then the CONSULTANT shall be entitled to compensation for rendering the services necessary to complete the changes.

ARTICLE 6: SCHEDULE FOR DELIVERY OF WORK BY CONSULTANT

The CONSULTANT shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 6.1 It is understood that the CONSULTANT is to proceed on the project after a Notice-to-Proceed from the OWNER. The schedule is to be outlined in each TASK ORDER once the scope of the project(s) has been clearly defined.
- 6.2 Construction progress is to be monitored by the CONSULTANT in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.
- 6.3 The CONSULTANT is to endeavor to complete the work in accordance with the schedule, however, it will not be penalized for delays beyond its control such as OWNER's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

ARTICLE 7: CONSULTING CHARGES

For the CONSULTANT's Services described in this Agreement, the OWNER shall compensate the CONSULTANT as follows:

- 7.1 Compensation for the Services shall be negotiated between the OWNER and CONSULTANT prior to initiating the Services and shall be specified in the applicable TASK ORDER.

- 7.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONSULTANT's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month. The OWNER understands that interest charges are not an eligible cost under the Airport Improvement Program (AIP).
- 7.3 If the OWNER fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- 7.4 No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.
- 7.5 If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

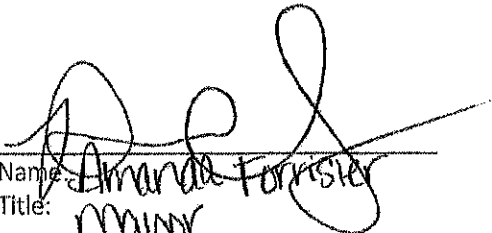
The following attachments are made a part of this Agreement:

Attachment A	Resident Project Representative
Attachment B	Mandatory Federal Contract Provisions

The parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

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


Name: Amanda Forrester
Title: Mayor

CONSULTANT:

Delta Airport Consultants, Inc.
7804 Pan American East Freeway NE
Suite 4
Albuquerque, NM 87109

Digitally signed by Kenneth W
Moody
Date: 2022.07.19 13:28:01 -04'00'
Kenneth W. Moody, P.E.
Vice-President

LIMITATIONS OF AUTHORITY, DUTIES, AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE.

1. The Resident Project Representative shall act under the direct supervision of the CONSULTANT, shall be the CONSULTANT's agent in all matters relating to on-site construction review of the CONTRACTOR(s)' work, shall communicate only with the CONSULTANT and the CONTRACTOR(s), and shall communicate with the SUBCONTRACTOR(s) only through the CONTRACTOR(s) or their authorized superintendent. The OWNER shall communicate with the Resident Project Representative only through the CONSULTANT, unless otherwise coordinated with CONSULTANT.
2. The Resident Project Representative is to periodically review and observe on-site construction activities of the CONTRACTOR(s) relating to portions of the Project designed and specified by the CONSULTANT as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Project Representative's duties are any review of the CONTRACTOR(s)' safety precautions, or the means, methods, sequences, or procedures required for the CONTRACTOR(s) to perform the work but not relating to the final or completed Project. Omitted design or review services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Project Representative are enumerated as follows:
 - (a) Schedules: Review the progress schedule, schedule of Shop Drawings submissions and schedule of values prepared by CONTRACTOR(s) and consult with the CONSULTANT concerning their acceptability.
 - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with CONSULTANT and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
 - (c) Liaison:
 - (1) Serve as CONSULTANT's liaison with CONTRACTOR(s), working principally through the CONTRACTOR(s)' superintendent and assist them in understanding the intent of the Contract Documents. Assist the CONSULTANT in serving as OWNER's liaison with CONTRACTOR(s) when CONTRACTOR(s)' operations affect OWNER's on-site operations.
 - (2) As requested by CONSULTANT, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.
 - (d) Shop Drawings and Samples:
 - (1) Receive and record date of receipt of Shop Drawings and samples which have been approved by the CONSULTANT.
 - (2) Receive samples which are furnished at the site by CONTRACTOR(s) for CONSULTANT's approval and notify CONSULTANT of their availability for examination.

- (3) Advise CONSULTANT immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the CONSULTANT.
- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:
 - (1) Conduct on-site observations of the Work in progress to assist CONSULTANT in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work is to generally conform to the intent of the Contract Documents.
 - (2) Report to CONSULTANT whenever it believes that any Work is unsatisfactory, faulty or defective, or does not conform to the intent of the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made; and advise CONSULTANT when it believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
 - (3) Accompany visiting inspector representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to CONSULTANT.
 - (4) Monitor test results relative to specification requirements and maintain a file with test reports and certifications. Notify the CONTRACTOR(s) when it observes apparent deficiencies and report to the CONSULTANT for a final decision on the matter.
- (f) Interpretation of Contract Documents: Transmit to OWNER, CONSULTANT's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate CONTRACTOR(s)' suggestions for modifications in Drawings or Specifications and report them with recommendations to CONSULTANT.
- (h) Records:
 - (1) Maintain, at the job site, files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - (2) Keep a diary or log book recording hours on the job site, weather conditions, data relative to questions of extras or deduction, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures. Send copies to CONSULTANT.
 - (3) Record names, addresses, and telephone numbers of CONTRACTORS, SUBCONTRACTORS, and major suppliers of equipment and materials.
 - (4) Document quantities of materials used on the Project by actual measurements and computations in the field record. Whenever weight is the basis of measurement, maintain copies of the weight tickets.
- (i) Reports:
 - (1) Furnish CONSULTANT periodic reports as required of progress of the Work and CONTRACTOR(s)' compliance with the approved progress schedule of Shop Drawing submissions.

- (2) Consult with CONSULTANT in advance of scheduled major tests, inspections, or start of important phases of the Work.

(j) Completion:

- (1) Before CONSULTANT issues a Certificate of Substantial Completion, submit to CONSULTANT a list of observed items requiring correction.
- (2) Conduct final inspection in the company of CONSULTANT, OWNER, and CONTRACTOR and prepare a final list of items to be corrected.
- (3) Verify that items on final list have been corrected and make recommendations to CONSULTANT concerning acceptance.
- (4) Maintain a set of working drawings, on the job site, which can be used to prepare record drawings of the project.

5. Limitations of Authority.

Except upon written instruction of CONSULTANT, Resident Project Representative:

- (a) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- (b) Shall not undertake any of the responsibilities of CONTRACTOR(s), SUBCONTRACTOR(s), or CONTRACTOR(s)' superintendent.
- (c) Shall not expedite Work for the CONTRACTOR(s).
- (d) Shall not advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- (e) Shall not advise on, or issue directions as to, safety precautions and programs in connection with the Work.
- (f) Shall not authorize OWNER to occupy the Project in whole or in part.
- (g) Shall not participate in specialized field or laboratory tests.
- (h) Is not authorized to sign change orders on behalf of the CONSULTANT, to approve or disapprove shop drawings or materials submittals on behalf of the CONSULTANT, or to issue a Recommendation for Payment on behalf of the CONSULTANT.

**ATTACHMENT B
MANDATORY FEDERAL CONTRACT PROVISIONS**



A1 ACCESS TO RECORDS AND REPORTS

(2 CFR § 200.333; 2 CFR § 200.336; FAA Order 5100.38)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

(41 CFR part 60-4; Executive Order 11246)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 49.0%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the Truth or Consequences Municipal Airport, Truth or Consequences, Sierra County, New Mexico.

A3 BREACH OF CONTRACT TERMS

(2 CFR § 200 Appendix II (A))

Any violation or breach of terms of this contract on the part of the Contractor/Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor/Consultant written notice that describes the nature of the breach and corrective actions the Contractor/Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor/Consultant must correct the breach. Owner may proceed with termination of the contract if the Contractor/Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

For all contracts that exceed the simplified acquisition threshold, presently set at \$150,000.

A4 BUY AMERICAN – Not applicable

(49 USC § 50101)

A5 CIVIL RIGHTS - GENERAL

(49 USC § 47123)

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS - TITLE VI ASSURANCES

(49 USC § 47123; FAA Order 1400.11)

Title VI Solicitation Notice: The City of Truth or Consequences, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

certain testing entities (42 U.S.C. §§ 12131 – 12139) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

(2 CFR § 200 Appendix II (G))

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT

(2 CFR § 200, Appendix II (E))

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is

held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

A9 COPELAND ANTI-KICKBACK ACT – Not applicable

A10 DAVIS-BACON REQUIREMENTS – Not applicable

A11 DEBARMENT AND SUSPENSION (NON-PROCUREMENT)
(2 CFR Part 180 (Subpart C); 2 CFR part 1200; DOT Order 4200.5)

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISES
(49 CFR part 26)

1. Contract Assurance. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate.
2. Prompt Payment. The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime Consultant receives from the Sponsor. The prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the

subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING (TEXTING WHEN DRIVING)

(Executive Order 13513; DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project.

The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

(2 CFR § 200, Appendix II (H))

Consultant and subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

A15 DRUG FREE WORKPLACE REQUIREMENTS – Not applicable

A16 EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

(2 CFR 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246)

For all contracts that exceed the simplified acquisition threshold, presently set at \$10,000.

EEO Contract Clause

During the performance of this contract, the Consultant (herein called "contractor") agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO Specification

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of

the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least

once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a

- substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(31 USC §1352 - Byrd Anti-Lobbying Amd, 2; CFR 200 Appendix II (J); 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration

A21 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,

- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS – Not applicable

A23 SEISMIC SAFETY (49 CFR part 41)

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner,

who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

(2 CFR § 200 Appendix II(B))

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

(49 USC §50104; 49 CFR part 30)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

(3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE
(49 USC § 47112(c))

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: H.8

SUBJECT: Discussion/Action: Contract for Administrative Services with South Central Council of Governments

DEPARTMENT: Community Development

DATE SUBMITTED: February 8, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

CDBG Funding Project award for Comprehensive Plan includes Grant Administrative Services.

Recommendation:

Approve Contract

Attachments:

Contract

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

Fiscal Impact (Finance): Yes

\$1,500.00 of CDBG Project Award Funds

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 2-14-24

Exhibit 3-B**CONTRACT FOR ADMINISTRATIVE SERVICES**Project City of Truth or Consequences Comprehensive Plan Update

Contract N°. _____

Project N°. 22-C-NR-I-01-G-103

Distribution to:

☒ Owner☒ Consultant☒ LGD☐ Other**Community Development Block Grant Program**This Agreement entered into this ____ day of _____, 2024, by and betweenthe **“Grantee”**and the **“Consultant”**

「
 City of Truth or Consequences (T or C)
 505 Sims Street
 Truth or Consequences, NM 87901
 」

「
 South Central Council of Governments (SCCOG)
 PO Box 1072
 Elephant Butte, NM 87935
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[This document was prepared to be used with Community Development Block Grant and state funded projects. This document has important legal consequences; consultation with an Attorney is encouraged with respect to its completion or modification]

PART I -- AGREEMENT

This Agreement for professional services is by and between City of T or C,
name of grantee
(hereinafter called the "Grantee" or "Owner") and SCCOG a corporation
name of consultant
organized under the laws of the State of New Mexico, (hereinafter called the "Consultant").

WITNESSETH THAT:

WHEREAS, Grantee has entered into an agreement with the State of New Mexico for the implementation of the Community Development Block Grant (CDBG) Program pursuant to Title 1 of the Housing and Community Development Act of 1974; and,
WHEREAS, Grantee desires to engage Consultant to render certain administrative services in connection with its CDBG Program;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of Consultant

Grantee agrees to engage Consultant, and Consultant agrees to satisfactorily perform the following scope of services:

2. Scope of Services

- A. With the assistance of the grantee, help conduct public hearings. This includes, but is not limited to, tasks such as assisting with public hearings, preparing public notices, and documenting citizen input.
- B. Prepare Environmental Review Record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation of the Request for Release of Funds, and obtaining adequate backup documentation. For activities which are not exempt from environmental assessments, an environmental assessment will be prepared. For activities which are exempt or categorically excluded from environmental assessments, a written Finding of Exemption will be prepared, which should identify the project or activity, and under which category of exemption it falls. Documentation of compliance with the requirements of historic preservation, flood plains and wetlands, and other applicable authorities must be included.
- C. Coordinate requests for payment with the grantee to insure consistency with the letter of credit procedures established for the CDBG program.

- D. Insure that the grantee has an acceptable financial management system for the CDBG program. An acceptable system includes, but is not limited to, cash receipts and disbursement journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- E. Establish grantee project files. These must be maintained in compliance with all applicable state, local and federal regulations. Monitor project files throughout the program to insure they are complete and that all necessary documentation is being retained in the grantee's files.
- F. If applicable, assist grantee in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, etc.).
- G. Obtain contractor and subcontractor clearances from the state.
- H. Check weekly payrolls to insure compliance with wage decisions. Conduct on-site interviews and compare the results with appropriate payrolls.
- I. Monitor construction to insure compliance with Equal Opportunity and Labor Standards Provisions.
- J. Make progress inspections and certify partial payment requests.
- K. Accompany design professional on final inspection and issue a final certificate of payment.
- L. Prepare close-out documents to include Project Completion Report, Final Wage Compliance Report, and Certificates of Completion.

Services in each of the task areas above shall be performed at the direction of the Director, Department of Community Development, or his designated representative.

3. Time of Performance

The Consultant shall commence work on 3/1/24, and shall continue providing services in the sequence appropriate to Grantee's CDBG project. All services shall be completed no later than twenty four months from the date of this Agreement.

4. Access to Information

It is agreed that all available information, data, reports, records and maps shall be furnished to Consultant by Grantee and its agencies. No charge will be made to Consultant for such information, and Grantee and its agencies will cooperate with Consultant to facilitate the performance of the work described in this Agreement.

5. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed one thousand five hundred dollars (\$ 1,500.00) for all services, including travel, per diem and other expenses. All work will be performed on a time and materials basis. Consultant time

for principal and staff will be provided at their respective rates of pay times for direct personal expense. Ten percent (10%) of the total contract amount shall be retained by Grantee until formal closeout of the project by the state.

Travel at the lowest practicable class of common carrier and per diem costs at the amount set in Grantee's mileage and per diem regulations for food, lodging and incidental expenses are INCLUDED in the maximum contract amount.

For payments due, Consultant shall submit monthly invoices to Grantee for costs incurred in that period. Invoices shall itemize the tasks completed, person-days provided, and shall list the travel and per diem costs incurred in performing the tasks. The invoice shall be payable to the Consultant within 20 days of receipt by Grantee.

The Consultant agrees to keep accurate records of all time and expenses allocated to the work. Such records shall be kept in the office of the Consultant and shall be made available to Grantee for inspection and copying upon reasonable request.

6. Ownership of Documents

All documents and data produced are the property of the Grantee. Consultant may retain reproducible copies.

7. Indemnification

Consultant shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes or contributions imposed or required under Social Security, Workman's Compensation, and income tax laws. Consultant shall hold Grantee harmless with respect to any damages, expenses, or claims arising from or in connection with any negligent acts, errors or omissions performed by Consultant under this Agreement. This shall not be construed as a limitation of Consultant's liability under this Agreement, or as otherwise provided by law.

8. Expert Testimony

Grantee agrees to pay for additional staff time, at the contract hourly billing rates, plus expenses at cost, that might be required for expert testimony or court appearances, including preparation time and legal costs that might arise because of Consultant's involvement in this assignment, whether subpoenaed by the Grantee or any other party.

9. Terms and Conditions

This Agreement is subject to the provisions titled "Part II, Federal Terms and Conditions for Professional Services" consisting of six (6) pages, attached hereto and incorporated herein by reference.

10. Address for Notices and Communications

Grantee: City of Truth or
Consequences
505 Sims Street
Truth or Consequences, NM
87901

Consultant: SCCOG
PO Box 1072
Elephant Butte, NM 87935

11. Captions

Each paragraph of this Agreement has been supplied with a caption only to serve as a guide to the contents. The caption does not control the meaning of a paragraph or in any way determine its interpretation or application.

ATTEST:

Grantee: City of T or C

By: _____

Title: Mayor

Date: _____

Consultant: SCCOG

By: _____

Title: Executive Director

Date: _____

PART II
FEDERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

State administered Community Development Block Grant monies are federal funds. Section 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code." The applicable governing federal procurement standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

1. **Termination of Contract for Cause** - If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall there-upon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.

2. **Termination for Convenience of the Owner** - The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, paragraph 1 hereof relative to termination shall apply.
3. **Changes** - The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this contract.
4. **Personnel** -
 - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
 - b. All of the services required hereunder will be performed by the Consultant or

under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignability** - The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner thereto: Provided, however, that claims for money by the Consultant from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.
6. **Reports and Information** - The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Records and Audits** - The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for six (6) years after the expiration of this Contract unless permission to destroy them is granted by the Owner and the funding agency.
8. **Findings Confidential** - All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall **not** be made available to any individual or organization without the prior written approval of the Owner.
9. **Copyright** - No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. **Compliance with Local Laws** - The Consultant shall comply with all applicable laws, ordinances and codes of the State and the Owner, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. **Equal Employment Opportunity** - During the performance of this Contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant

will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owners setting forth the provisions of this non-discrimination clause.

- b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Owner's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Consultant's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Owners's representative may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the Owner, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

12. **Civil Rights Act of 1964** - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. **Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Consultant will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to

comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- 15. **Interest of Members of the Owner** - No member of the governing body of the Owner and no other officer, employee, or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
- 16. **Interest of other Local Public Officials** - No member of the governing body of the Owner and no other public official of the Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
- 17. **Interest of Consultant and Employees** - The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- 18. **Access to Records** - The State funding (grantor) agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the Owner and will be maintained for a period of six (6) years from the official date of close-out of the grant.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: H.9

SUBJECT: State of NM Dept. of Aging and Long-Term Services Capital Appropriation A23H-2062 Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: February 8, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

\$31,617, to purchase and equip vehicles for the Ken James senior center – City is Fiscal Agent for Senior Center

Recommendation:

Approve Grant Agreement

Attachments:

Grant Agreement

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

Fiscal Impact (Finance): Yes

Funds are reimbursed.

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 2-14-24

**STATE OF NEW MEXICO
DEPARTMENT OF AGING AND LONG-TERM SERVICES
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2024, by and between the Department of Aging & Long-Term Services, hereinafter called the “Department” or abbreviation such as “ALTSD”, and City of Deming, 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 2023, Chapter 199, Section 04, Paragraph 59, 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978; successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A23H2062 \$31,617

APPROPRIATION REVERSION DATE: 30-JUN-2025

Laws of 2023, Chapter 199, Section 04, Paragraph 59, thirty-one thousand six hundred seventeen dollars, \$31,617, to purchase and equip vehicles for the Ken James senior center in Truth or Consequences in Sierra county;

The Grantee’s total reimbursements shall not exceed **thirty-one thousand six hundred seventeen dollars, \$31,617** (the “Appropriation Amount”) minus the allocation for Art in Public Places (“\$0”)¹, if applicable, zero dollars, which equals thirty-one thousand six hundred seventeen dollars (the “Adjusted Appropriation Amount”).

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

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

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." [OPTIONAL LANGUAGE: "Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict."] 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 Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation 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 Adjusted Appropriation 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

² "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.

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:

- 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: Crystal Walton
Title: Executive Director, Sierra Joint Office on Aging
Address: 36 W. 4th Ave., Truth or Consequences, NM 87901
Email: cwalton@seniorcenter-sjoa.org
Telephone: (575) 894-6641

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 Street, Truth or Consequences, NM 87901
Email: talvarez@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: NM Aging & Long-Term Services Capital Outlay Bureau
Name: Roxanne Lucero / Elizabeth Chavez
Title: Projects Coordinator / Bureau Chief
Address: 2550 Cerrillos Rd. Santa Fe, NM 87505
Email: Roxanne.Lucero@altsd.nm.gov / Elizabeth.Chavez@altsd.nm.gov
Telephone: (505) 487-3730 / (505) 365-3804

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, 2026] 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 Adjusted Appropriation 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. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. 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 Deming may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Deming’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 Deming or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Deming 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 Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Deming 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 Deming 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.

ARTICLE 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.

ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the 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

Aging and Long-Term Services Department

By:

Its: Cabinet Secretary or Designee

Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
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. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount (If Applicable): _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount (If Applicable): _____
G. Grant Balance: _____
H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)
I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(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 database 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 Capital Outlay 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

Printed Name

Date:

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
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # 1

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

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: _____

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 (Minus AIPP if applicable): _____

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: _____

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: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**OPTIONAL ATTACHMENT A
SPECIAL CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

City of Truth or Consequences has no special conditions imposed on the release of the grant. Therefore, the criteria to enter into this agreement have been met.

PROJECT DESCRIPTION FORM

SCOPE OF WORK (SOW)

(Please email this completed form to ALTSD in MS Word format)

1. Name of Grantee/ Fiscal Agent: Ken James Senior Center-Sierra Joint Office on Aging/City of Truth or Consequences

2. Project Title: T OR C KEN JAMES SENIOR CTR VEH RPLC

3. Grant Agreement Number: A23H-2062

4. Background Narrative:

Access to well-balanced, affordable meals is imperative to the independence and sustenance of homebound seniors. Research shows that healthy eating provides essential energy and nutrients for welfare, maintenance of health and functional autonomy, and reduces the risk for chronic diseases at older ages.

The benefits of home delivered meals are the emotional and psychological, as well as physical: The programs connection to companionship and resources in the community, help with dietary planning and maintaining independence, as well as access welfare checks, make the service that supports the overall well-being of our clients.

The trucks that deliver meals keep the food at proper temperature for safe consumption. If the trucks are unreliable then the food cannot be served safely causing a delay in delivery and unnecessary costs to the program. In the last year, the trucks have had several problems with the heating and cooling systems causing food to be wasted and clients waiting for meals. As the vehicles age the cost of keeping them operable increases causing the center to lose money on the meal program.

5. Work Plan:

Secure cost/Quotes & select vendor then Purchase build, design and equip meal delivery truck. To take delivery of vehicles while working with the City of Truth or Consequences and the Executive Director to put the vehicle into service as soon as possible.

6. Budget Detail:

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Vehicle Purchase	23,883	31,617
Other Costs (specify)		
AIPP (if applicable)		
Totals	23,883	31,617

7. Performance Measures:

Approximately 180 home delivered meals will be delivered daily while holding foods at their proper temperatures to elderly home-bound people while incurring fewer disruptive vehicle repairs.

8. Results Expected:

The results expected of replacing these home delivery meal trucks will include more consistent and reliable delivery of home delivered meals, savings realized from newer, more energy efficient equipment, significant decrease in repairs.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones.
(These are only examples. Insert milestones specific to the proposed project.)

RFP/Quotes Secured	1/31/2024
Bid Closing	2/29/2024
Bid Award to Contractor/Vendor	2/29/2024
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	2/28/2025
Project Completion & Review	3/31/2025
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	3/31/2025

10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Crystal Walton
Title: Executive Director, Sierra Joint Office on Aging
Address: 36 W. 4th Ave., Truth or Consequences
Email: cwalton@seniorcenter-sjoa.org
Phone: 575-894-6641

Name: Traci Alvarez
Title: Assistant City Manager
Address: 505 Sims Street, Truth or Consequences, NM 87901
Email: talvarez@torcnm.org
Phone: 575-952-0565

NOTICE: The Grant Application, if approved for funding by the Aging and Long-Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: H.10

SUBJECT: National Museum of the United State Airforce (NMUSAF) Community Static Display Loan Program 2024-2029 Loan Agreement, SDA0220

DEPARTMENT: Community Development

DATE SUBMITTED: February 8, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

NMUSAF has loaned the City of T or C Municipal Airport a T-33A Aircraft for display. Renewal of Loan Program Agreement is required to continue to display the aircraft at the airport.

Recommendation:

Approve Agreement

Attachments:

[Click here to enter text.](#)

- Inventory Sheet
- Picture
- Loan Agreement

Fiscal Impact (Finance): Yes

Responsible for maintenance/repair and must provide proof of insurance.

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 2-14-24

**NATIONAL MUSEUM OF THE U.S. AIR FORCE
INVENTORY REPORT
RCS: HAF-HO(A) 8801**

Loan Account Number: SDA0220

03-Jan-24

Catalog Number	Nomenclature	Field Site Location	Value
SD-2000-0291	AIRCRAFT, T-33A, 51-9022	Municipal Airport	\$10,000.00

I certify that the above listed items shown on pages 1 through 1 have been accounted for with any discrepancies so noted.

Signature:

(Historical Property Custodian)

(Date)

Typed or Printed Name

Typed or Printed Title



LOCKHEED T-33
2 place trainer version of F80

Top Speed 400 mph, Wing Span 38 ft, Length 32 ft, Range 1,200 miles
Engine Two Allison J35-A10 Turbo Propellers, 2,000 hp (1,475 kw)
First Flight 1948, Service Ceiling 50,000 ft
America's first turbojet trainer, America's longest lasting jet trainer
Instrument to the beginning of jet aviation
The aircraft was flown by Joe Kittinger, Legendary Testpilot
"She Knows Her" "Daring Star", 7-022





**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
COMMUNITY STATIC DISPLAY LOAN PROGRAM**

2024-2029 LOAN AGREEMENT, SDA0220

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the **CITY OF TRUTH OR CONSEQUENCES** hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of **NM** and located at **TRUTH OR CONSEQUENCES**, a Loan Agreement hereinafter called "the Agreement" for Department of the Air Force (DAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2024 and ending 31 March 2029. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of DAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses associated with the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation, and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the DAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would

alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Photography or video created by the Borrower for general promotion of the institution's collection online or in organizational materials is permitted. (Note – permission is not granted for fundraising events or anything that could imply endorsement by the DAF or the NMUSAF.) Casual photography or video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain with the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before **1 April 2024**.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees to waive any right to contest the FRV in any legal proceeding. The FRV of the Property is as identified in the inventory report or, if not identified in the inventory report, the FRV otherwise identified at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed, or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the

FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to the greatest extent permitted by NM Law to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender and according to terms determined by the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender and according to terms determined by the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender current digital images of all Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.3. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.3. In the event the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. (serial number), but painted and marked to depict (nomenclature), Serial No. (serial number), assigned to the (Unit and/or person) in (location or theater) during (year)."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if, upon inspection, it is determined radioactive items have been installed or reinstalled on the Property while in possession of the Borrower, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return the Property to the NMUSAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property for such cause by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

15.5. The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree to resolve the dispute in the federal court with appropriate jurisdiction.

Executed on behalf of the NMUSAF, this 27th Day of January 2024, at Wright-Patterson AFB Ohio.

By: SHAW.MELISSA.L.1268824703
A.L.1268824703
MELISSA SHAW

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this ____ day of _____ 2024, at _____.

(Name of Borrower/Organization)

By: _____
(Signature)

(Typed or Printed Name & Title)

Address: _____

Telephone: _____

Email: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: H.11

SUBJECT: Discussion/Action: Approve Impact Fee Funds for Water and Wastewater Impact Fee Land Use Assumptions and Capital Improvement Plan

DEPARTMENT: Community Development

DATE SUBMITTED: February 8, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

Impact Fee Plan needs to be reviewed and updated. Staff is requesting to use impact fee money to proceed with engineering procurement. Joint workshop and public meeting(s) will be held during the update process and final draft will be presented to Impact Fee Advisory Board and/or City Commission for approval and final adoption.

Recommendation:

Approve use of impact fee money for Water and Wastewater Impact Fee Land Use Assumptions and Capital Improvement Plan

Attachments:

None attached – Documents below available for reference

- Current Plan available upon request – 53 pages
- Reference Code of Ordinances Chapter 4 – Buildings and Building Regulations Article VI. Development Impact Fee

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): [Choose an item.](#)

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Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 2-14-24



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: February 14, 2024

Agenda Item #: H.12

SUBJECT: Approval of Purchase Requisitions Over \$20,000

DEPARTMENT: Finance

DATE SUBMITTED: December 22, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Angie Gonzales, City Manager

Summary/Background:

Ordering of two (2) new vac station pumps \$32,500.00 each (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 agenda 2-14-24